

**AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, JANUARY 23, 2014
9:30 A.M.**

County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF PURCHASE ORDERS

- **January 23, 2014**

APPROVAL OF ACCOUNTS PAYABLE

- **January 23, 2014**

ANNOUNCEMENTS

- **Report if there are changes in the agenda if applicable**

PUBLIC COMMENT

PRESENTATIONS:

1. **9:45 a.m. Angie Banks, Assessor
- Explanation of Assessment Increase**
2. **10:00 a.m. Peter Fricke, Middleway Conservancy Association, Inc.
- Request for Commission support for an application for an EPA Green
Infrastructure Technical Assistance Grant - Discussion/Action**
3. **10:15 a.m. Barbara Miller, Director of Homeland Security and Emergency Management
- State Homeland Security Grant Proposal - Discussion/Action
- Approval of appointments/reappointments to the Jefferson County
Homeland Security and Emergency Management Steering Committee -
Discussion/Action**
4. **10:30 a.m. BREAK**

BUDGET WORK SESSION:

5. 10:45 a.m. Todd Fagan, GIS/Addressing Office Director
 - Request for Commission approval and funding of two related projects: Enterprise Content Management System (CMS) and Document Imaging (Scan) for multiple departments in partnership with the local Board of Health
 - Discussion/Action
6. 11:15 a.m. Tim Stanton, Finance Director
 - Budget - Discussion/Action
 - General County Budget Revisions - Discussion/Action

NEW BUSINESS:

7. Discussion to determine the most cost-effective method to provide IT Support to County Government - Discussion/Action (PN)
8. Legislative Updates

COUNTY ADMINISTRATOR REPORTS

COUNTY COMMISSION REPORTS

9. RECESS

~~~~~ EVENING SESSION ~~~~~

10. 6:00 p.m. Public Hearing
 - Recommendation of the Planning Commission to the County Commission on the landowner-initiated petition to amend the County Zoning Map for a 107 acre property owned by Ann, James, and Ernest Hunter, designated as Tax District: Middleway (07), Map: 1, Parcel: 2, located on the north side of Route 115 (Old Route 9/Charles Town Road), approximately 700 feet southeast of the Berkeley/Jefferson County line, for the purpose of setting a public hearing to be held by the County Commission - Discussion/Action
 - Follow up Workshop - input on proposed Zoning Ordinance Text Amendment (ZTA 12-01) to establish additional commercial and industrial zoning district categories, and related changes to the ordinance; including changes to the following sections of the Zoning and Land Development Ordinance: 4.4; 4.6; 4.10; 4.11; 5.1; 5.4; 5.6; 5.7; 5.8; 5.10; 6.3; 6.5; 8.1; 8.9; 8.12; 12.2; 12.3; Appendices A, B, and C; and the addition of new Sections 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 and 5.17- Discussion/Action

11. ADJOURN

DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCY WRITTEN REPORTS

- **Engineering Department Quarterly Update Report**

CORRESPONDENCE:

Notice of the Jefferson County Commission Board of Review and Equalization Dates.

Notice of the Jefferson County Commission Board of Review and Equalization Date Addition.

Notice of the Jefferson County Commission Board of Review and Equalization Date Cancellation.

“Meet Your Commissioners” Notice.

Letter from the U.S. Department of Justice Office for Victims of Crime regarding the release of a newly released guide, *Taking Action: An Advocate’s Guide to Assisting Victims of Financial Fraud*.

Impact Fee Status Report - December 2013.

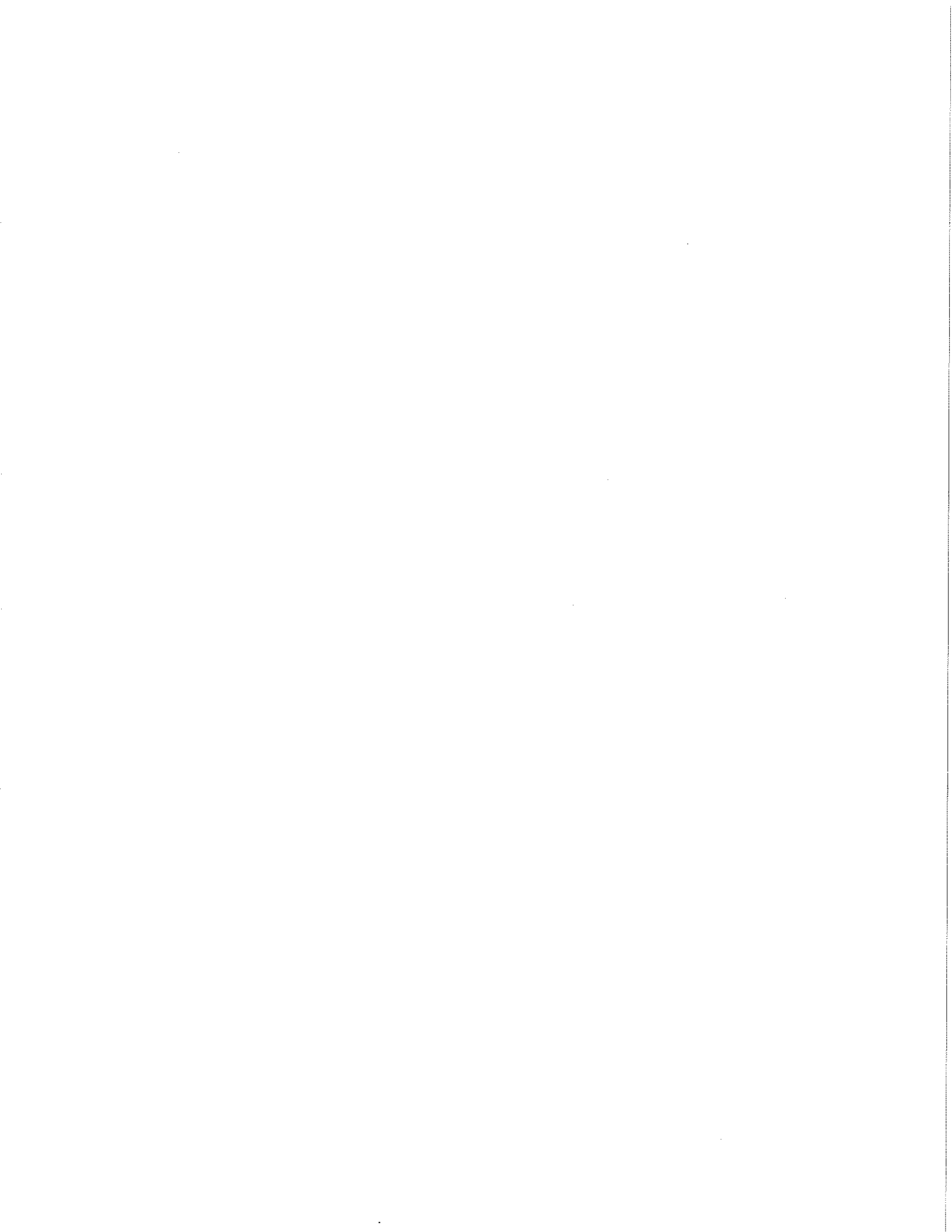
West Virginia Lottery Weekly Settlement for Charles Town week ending January 11, 2014.

At all times the County Commission reserves the right to rearrange agenda times because of time constraints and to accommodate the Commission schedule or the public.

PURCHASE ORDERS TO BE APPROVED

January 23, 2014

DEPARTMENT	PURCHASE ORDER	AMOUNT	VENDOR	DESCRIPTION
CIRCUIT CLERK	51461	\$ 889.68	Casto-Harris	Case Binders/File Folders
COUNTY CLERK	51819	\$ 224.45	Pifer Office Supply	Office Supplies
EXTENSION AGENT	52138	\$ 148.50	Campbell Business	Office Supplies
OTHER BUILDINGS	52200	\$ 253.70	Grainger	Trash Bags
	52201	\$ 154.62	Grainger	Filters
PROSECUTING ATTORNEY'S OFFICE	51838	\$ 257.95	Pamela Patterson	St. v. Wakefield
	51839	\$ 1,341.25	Matthew Bender & Co., Inc.	WV Code & Court Rules Books
GRAND TOTAL		\$ 3,270.15		



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Angela Banks

Department or Organization: Assessor

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: January 23, 2014

Date Requested – 2nd Choice: _____

If a specific date is needed, please provide reason for specific date:

Subject (Wording to be placed on agenda): Explanation of Assessment Increases

Please provide the County Commission with a description of your request or presentation, including any background information:

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):

Are documents attachments? Yes No

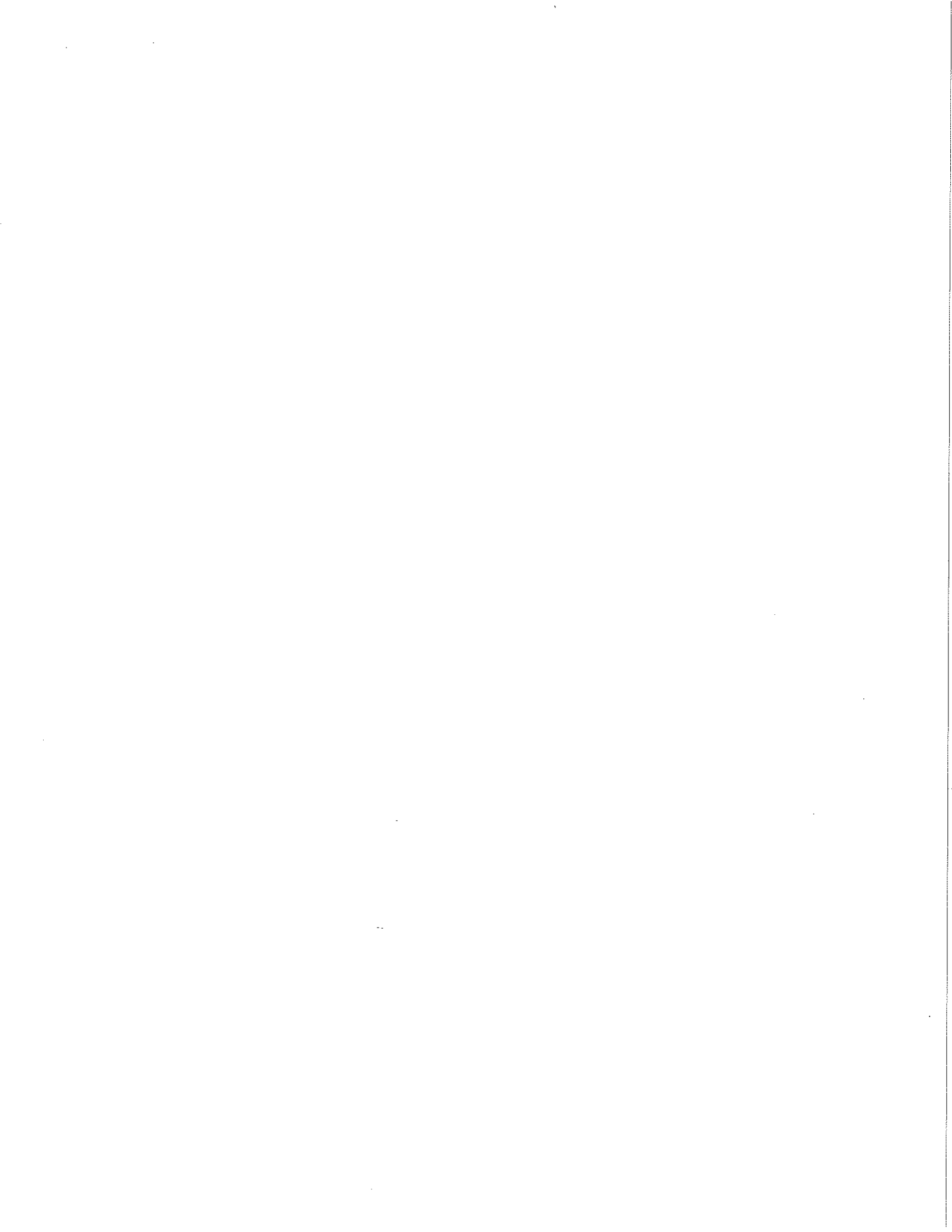
If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: abanks@jeffersoncountywv.org

Phone number: 304-728-3224



AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Peter H. Fricke

Department or Organization: Middleway Conservancy Association Inc.

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: 23 January, 2014

Date Requested – 2nd Choice: _____

If a specific date is needed, please provide reason for specific date: Deadline for application is 24 January

Subject (Wording to be placed on agenda): Request for Commission support for an application for an EPA Green Infrastructure Technical Assistance Grant

Please provide the County Commission with a description of your request or presentation, including any background information: The Conservancy seeks technical assistance from EPA in planning green infrastructure systems to mitigate stormwater and flooding events in the Middleway historic district.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): that the County Commission will provide a letter supporting the application by the Middleway Conservancy Association for a 2014 EPA Green Infrastructure Technical Assistance Grant

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: peter.fricke@frontiernet.net

Phone number: 304 728 6400

Peter H. Fricke

From: Lucas Elser [<mailto:Luke.Elser@mail.wvu.edu>]
Sent: Wednesday, January 08, 2014 5:01 PM
Subject: FW: EPA Technical Assistance Opportunity: EPA Green Infrastructure Technical Assistance Program - letters of interest due Jan. 24

Please see below a funding opportunity through EPA's Office of Water for up to \$60,000 in direct contractor assistance (EPA pays the contractor to do the work we propose) for green infrastructure projects.

I'm emailing you specifically because the NBAC feels your project(s) are a good fit for this funding and at a point where you would be highly competitive.

The application is a Letter of Interest with a **4 page maximum due January 24th**. If this is an opportunity you'd like to pursue, the NBAC can help brainstorm project proposals as well as assist in drafting the letter of interest. Let us know if you'd like to pursue this.

Thanks,

~Luke

From: Hill, JenniferE [<mailto:Hill.JenniferE@epa.gov>] **On Behalf Of** R3 LR Update
Sent: Monday, December 23, 2013 4:11 PM
To: R3 LR Update
Subject: EPA Technical Assistance Opportunity: EPA Green Infrastructure Technical Assistance Program - letters of interest due Jan. 24

EPA's Office of Water is offering about \$60K in direct contractor assistance to selected recipients who wish to do green infrastructure projects. 5-7 communities total will be selected.

We have seen many brownfield and land revitalization communities employ green infrastructure approaches. We'd like to encourage more communities to do so and strengthen these connections.

Eligibility includes any combination of local government departments, offices, or agencies or non-profit organizations. Applicants must include a representative of local government.

Letters of interest are due Jan 24. More information at
<http://water.epa.gov/infrastructure/greeninfrastructure/upload/RLI-2014-Version-4.pdf>

2014 Green Infrastructure Technical Assistance Program

<http://water.epa.gov/infrastructure/greeninfrastructure/upload/RLI-2014-Version-4.pdf>

The value of the EPA assistance available in 2014 is approximately \$400,000, and EPA anticipates providing assistance to 5 to 7 communities.

Letters of interest must be received by January 24, 2014, 5:00 p.m. EST.

What types of projects will this assistance support?

This assistance will support a range of projects that address common barriers to green infrastructure or develop innovative approaches to implementation that meet multiple environmental, social, and economic goals. Examples of the types of projects that this assistance may support include:

- Assessment of the water quality and other environmental benefits associated with green infrastructure scenarios
- Development of conceptual designs or design guidance that identifies an appropriate suite of green infrastructure practices for a particular site or context (e.g. complete streets)
- Development of a parks or open space plan that incorporates green infrastructure into public spaces to provide recreational amenities, stormwater management, and other ecosystem services
- Development of a long-term green infrastructure plan that incorporates stormwater
 1. management goals into capital improvement projects and other municipal projects
- Evaluation of opportunities to use green infrastructure to address multiple wet weather requirements (MS4, SSO, CSO) within an integrated planning framework (see <http://cfpub.epa.gov/npdes/integratedplans.cfm>)
- Evaluation of opportunities to use green infrastructure to advance climate change adaptation or mitigation or community resiliency (e.g. flood management)
- Assessment of opportunities to use innovative sources of funding (such as utility programs, offsite mitigation programs, or public-private partnerships) to support green infrastructure implementation

Abby Hall
U.S. EPA
Office of Sustainable Communities
(415) 972-3384
@EPAsmartgrowth

U.S. Environmental Protection Agency
Green Infrastructure Technical Assistance Program
(Via e-mail to GI_Tech_Assistance@epa.gov , attention Chris Kloss)

Letter of Interest re: 2014 Green Infrastructure Technical Assistance Program

Applicant: Middleway Conservancy Association Inc.
154 East Street, Middleway, WV 25430-5690

Location: Middleway National Register Historic District, Middleway CDP
Jefferson County, West Virginia

Wet Weather Programs: Middleway has no Phase I/II MS4 permits, stormwater or sewer systems

Contacts:

Project Director: Peter H. Fricke, 154 East Street, Middleway, WV 25430-5690;
peter.fricke@frontiernet.net ; telephone: 304-728-6400

Ranking Official: Peter H. Fricke, President
Middleway Conservancy Association, Inc. (contacts listed above)

Key Project Partners:

Jefferson County Commission
Jefferson County Development Authority
Jefferson County Historic Landmarks Commission
Jefferson County Public Service District

Abstract

Middleway Historic Conservancy, Inc. (Conservancy) is a 501-c-3 non-profit community organization chartered in 1982 to preserve, restore, and revitalize, when and where possible, the nationally registered historic district (NHD) of Middleway, WV, and the areas adjacent to the historic district. Flooding and stormwater management in the NHD are issues that have been of concern for many years and have been addressed in an ad-hoc fashion to date. The Conservancy, with its partners and the property owners in the NHD, proposes to develop a holistic green infrastructure design for the five-block NHD and to develop a long-term green infrastructure plan that includes stormwater- and flood-management goals in any future highway, sewer or water project within the Middleway Census Designated Place (CDP) of approximately 640 acres. The project will expand the Conservancy's existing efforts to sustain an iconic early 19th century village and enhance smart-growth economic and/or housing development in the CDP.

Project Need

Middleway, WV, is a rural unincorporated village in Jefferson County. A census-designated place (CDP), Middleway has a population of 441 persons and a five-block National Register Historic District (NHD) designated in 1980. The village is located off State Route 51 mid-way between Charles Town and Inwood. Our application area of concern is the five-block NHD for the development of design guidance for appropriate green infrastructure options and the CDP as a whole for the development of a long-term green infrastructure plan to manage stormwater.

The NHD is partly in the flood plain of Turkey Run and partly on the western slopes (river cliff) of the flood plain. Turkey Run was channeled as a mill race in the late 18th century and runs through the southern part of the NHD, from east to west to join Opequon Creek. The CDP surrounds the NHD, but on higher ground. Jefferson County has proposed a “preferred growth area” for Middleway and its immediate vicinity as shown in the satellite view attached (<https://maps.google.com/maps/ms?ie=UTF&msa=0&msid=212356150672117070253.0004d31ce8dc67c67e5ed>). (The abandoned industrial plant to the west of the NHD is not in the CDP.)

In times of heavy or sustained rainfall, the NHD receives significant runoff and sediment from areas of impervious surface in parking lots and a sub-division on the ridge to the west of the NHD. Some runoff collects in the ancient channel of Turkey Run and is prevented from flowing to the east by the road bed of County Route 1 (Queen Street or Leetown Road). Conversely water flowing from the eastern part of the flood plain is blocked by Queen Street’s road bed. Frequent flooding of basements occurs in the properties on both sides of Queen Street, and standing water can be found in yards along Queen Street.

The Conservancy, in partnership with WV Division of Highways, created drainage ditches to Turkey Run with culverts under Queen and Grace Streets in 2000. While this effort has reduced flooding on the west side of Queen Street, problems continue on the east side. A stormwater impoundment proposed by NRCS to handle runoff from North Street was not built due to lack of Federal funds; this runoff now drains into sink holes on the east side of Queen Street.

Middleway residents use individual wells and septic systems. In the NHD, the lots platted in 1794 are each 1/3 acre and there is little if any space for replacement wells or septic systems if they fail. The Conservancy has worked with the County Public Service District in an effort to address the need for public water and sewer.

The Conservancy’s vision is that green infrastructure in the NHD will reduce runoff and flooding issues while making the NHD physically and economically attractive to residents and businesses. Green infrastructure design and execution that is compatible with the character of the NHD will enhance its long-term sustainability. Development of a long-term green infrastructure plan that incorporates stormwater management with the future construction of public water and sewer system will enable the Conservancy and its partners to take a holistic approach to planning for future growth in the CDP.

Project Approach

As a community organization, the Conservancy believes in the involvement of residents, stakeholders and partners in the development and implementation of projects to ensure the best fit with the quality of life of residents, the character of the NHD, and commitment to the sustainability of the NHD. Thus the Conservancy involves people in project development through workshops and village meetings and in project implementation through community tasks whenever possible. It is expected that contractors working with Conservancy projects will follow this course of openness and dialog.

The purpose of this project in Middleway NHD and CDP is to better manage stormwater and flooding through the application of green infrastructure techniques. Our objectives in this are:

- Foster community awareness and adoption of green infrastructure
- Define and adopt best management practices for green infrastructure
- A strategic plan to guide the Conservancy and community in managing stormwater in conjunction with future growth of the community.

Tasks:

1. Develop design guidance that identifies an appropriate suite of green infrastructure practices for the NHD (<http://www.middlewayconservancy.org/interactivemap.htm>):
 - a. NHD streets, with concern for the original pattern of sidewalks and French-tile drains of the early 19th century and the character of the buildings.
 - b. NHD alleys, which access the rear of buildings but have steep gradients.
 - c. Properties within the NHD, with an emphasis on practices that can easily and in-expensively be done by homeowners.

<u>Scope of work by month</u>	1	2	3	4	5
Develop site data and discussions w/stakeholders	X	X	X		
Initial community workshops (2 days)		X			
Draft design guidance			X	X	
Preliminary report and review workshops (2 days)				X	
Final report and closing workshop (1 day)					X

Estimated hours for contractor: 150; estimated per diem for ten days on site: \$1,300. Estimated hours for Conservancy volunteers: 200; in-kind contributions: with partners, provide site information and data as needed and if available; provide on-site meeting facilities, on-site coordination, dissemination of information to community, partners and stakeholders.

2. Development of a long-term green infrastructure plan for the Middleway CDP that incorporates stormwater management into future highway, water and sewer projects:

- a. For a 400-yard wide zone on either side of WV 51 from its intersection with Old Middleway Road in the east to its intersection with No Name Lane to the west.
- b. From the intersection of WV 51 and County Route 1 (Leetown Road /Queen Street) south to South Street in the NHD.

<u>Scope of work by month</u>	1	2	3	4	5
Develop site data and discussions w/stakeholders	X	X	X		
Draft long-term green infrastructure plan		X	X	X	
Preliminary report and review workshop (1 day)				X	
Final report and closing workshop (1 day)					X

Estimated contractor hours: 140; estimated per diem for eight days on-site: \$1,000
 Estimated Conservancy volunteer hours: 100; in-kind contributions: with partners, provide on-site information and data as needed and if available; provide on-site meeting facilities, on-site coordination, dissemination of information to community, partners and stakeholders.

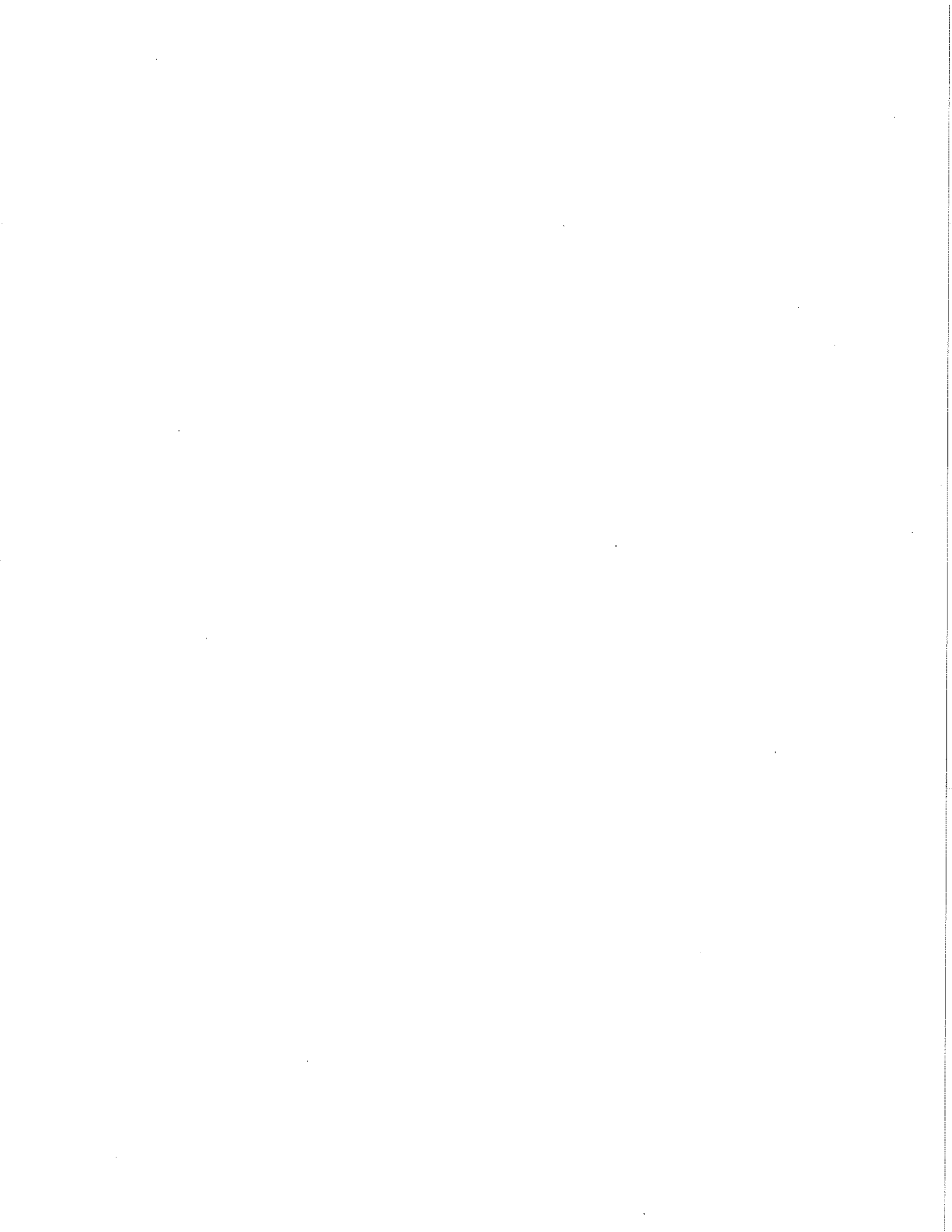
Anticipated Results

Reduction of flood events and stormwater runoff in the NHD will benefit property owners and re-charge groundwater. The use of green infrastructure in the NHD will enhance the sustainability and long-term maintenance of NHD structures. For the Middleway CDP, development of a long-term stormwater management strategy will assist the community and Jefferson County in planning for future growth and provision of public water and sewer.

Within the NHD community there is considerable interest in the use of green infrastructure to mitigate flooding. County agencies and government are supportive of this project. Many neighboring farms have already adopted USDA/NRCS best management practices for stormwater management and retention, and it is recognized that these have reduced flooding along Turkey Run.

The Conservancy intends to work with the community, property owners, and our partners to implement recommendations from the project. Demonstration projects and outreach to all stakeholders through workshops and similar activities will implement the project. The Conservancy has other projects related to sidewalk restoration and BAD (brownfield, abandoned and dilapidated) buildings redevelopment that will complement and will synergize the green infrastructure project.

If we are awarded the technical assistance grant, we hope that our experience in undertaking and implementing green infrastructure designs and plans will be a model for other small, unincorporated rural villages and historic districts.



AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Barbara J. Miller

Department or Organization: Jefferson County Homeland Security and Emergency Management

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: January 23, 2014

If a specific date is needed, please provide reason for specific date: Time sensitive Grant Request

Date Requested – 2nd Choice: Click here to enter text.

Subject (Wording to be placed on agenda):

1. State Homeland Security Grant proposal for \$50,000
2. Approval of appointments/reappointments to the Jefferson County Homeland Security and Emergency Management Steering Committee

Please provide the County Commission with a description of your request or presentation, including any background information:

1. This is a grant proposal to replace the 20 laptop computers in the Jefferson County Emergency Operations Center. There are no matching funds required for this grant.
2. Each year, half of the JCHSEM Steering Committee is appointed/reappointed. The attached letter outlines who is up for reappointment this year.

Is this a funding request? Y N Click here to enter text.

If so, how much? \$ Click here to enter text.

Provide exact financial impact/request: Click here to enter text.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): Click here to

1. I move to approve the State Homeland Security Grant proposal in the amount of \$50,000, as presented.
2. I move to approve the recommended appointments/reappointments to the JCHSEM Steering Committee, as presented.

Attach supporting documents for request, or request may be denied.

If not attached, explain: 1. Copy of grant proposal

2. Letter from the JCHSEM Steering Committee Chairman and JCHSEM Director regarding appointments and bios.

Is equipment needed? Projector Y N Click here to enter text. Internet/Wi Fi Y N Click here to enter text.

Telephone for conference call Y N Click here to enter text.

Contact information:

Email address: bmiller@jeffersoncountywv.org Phone Number: 304-728-3290



Jefferson County Homeland Security and Emergency Management
28 Industrial Blvd., Suite 101
Kearneysville, WV 25430

Jefferson County Commissioners:

Dale Mannel, President

Walt Peltah, Vice President

Patay Holand

Jane Tabb

Lyn Widmyer

Jefferson County Homeland Security and Emergency Management Steering Committee:

John Sherwood, Chair, Chamber of Commerce Representative

Ed Smith, Vice Chair, Fire and Rescue Representative

Jeff Jefferies, Health Representative

Katherine Dunbar, Non-Governmental Organization Representative

Mason Carter, Jefferson County Department of Engineering Representative

Jeffrey A. Polczynski, EPH, Jefferson County Emergency Communications Center Representative

Jane Tabb, County Commission Representative

Kelly Parsons, Private Industry Representative

Pete Dougherty, Sheriff, Law Enforcement Representative

Chuck Ellison, Utilities Representative

John Reisenweber, Jefferson County Development Authority Representative

Sanford "Sandy" Green, Region 3 Homeland Security Area Liaison

Holly Morgan Frye, Shepherd University Service Learning Program Education Representative

Staff:

Barbara J. Miller, CEM, CFM
 Director

304-728-3280-Office

304-283-4227-Mobile

bmiller@jeffersoncountywv.org

Terri Mehling

Planner/Program Manager/Deputy Director

304-728-3329-Office

304-279-8233-Mobile

tmehling@jeffersoncountywv.org

Jessica A. Owens

Administrative Assistant/Public Information

Officer/Volunteer Coordinator

304-724-8914-Office

304-278-8135-Mobile

jowens@jeffersoncountywv.org

Fax: 304-728-3320

January 14, 2014

Jefferson County Commission

P.O. Box 250

Charles Town, WV 25414

Dear Commissioners:

At a meeting of the Jefferson County Homeland Security and Emergency Management Steering Committee this day, a motion by the body was unanimously passed to propose to you the following list of names as appointments/reappointments on this committee:

John Sherwood, Chair, Chamber of Commerce Representative

Debra Palmer, Red Cross, representative of non-profit

Sanford "Sandy" H. Green, WV Homeland Security Region 3 Area Liaison

Jeff Polczynski, Communications Director

Katherine Dunbar, Non-Profit Representative

Chuck Ellison, Frontier Communications, Utilities Representative

Ed Smith, Fire and Rescue Representative

Jane Tabb, County Commission Representative

Others on the Steering Committee who are not up for reappointment and continued service this year are:

Lawrence "Jeff" Jefferies, WVU Healthcare, Jefferson Medical Center(Health Representative)

Pete Dougherty, Sheriff of Jefferson County, representing Law Enforcement

Kelly Parsons, Nichols, DeHaven and Associates, representing the private sector

John Reisenweber, Jefferson County Development Authority, representing business


Holly Morgan Frye, Shepherd University, representing education

Mason Carter, Jefferson Co. Engineering Department

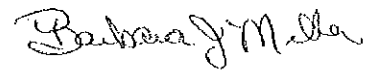
Per our bylaws, "The Steering Committee shall consist of fourteen members, appointed by the County Commission. Appointments shall be for a period of two years. New appointments or reappointments will be made at the first (steering committee) meeting of each calendar year."

Thank you for your support.

Sincerely,



John Sherwood, Chair



Barbara J. Miller, Director

John M. Sherwood
Retired

Native of Baltimore, Maryland

Graduate of Loyola College (now University), Baltimore, Maryland, and
Cornell University, Ithaca, New York

Served in U. S. Army Medical Service Corps from 1966-1970 in Germany, Vietnam and Texas

CEO Jefferson Memorial Hospital 2000-2005
President/CEO St. Luke's Hospital-Allentown Campus, Allentown, PA 1994-1999
President/CEO of Wayne Memorial Hospital, Honesdale, PA 1983-94
Senior Vice President/Chief Operating Officer of Conemaugh Valley Memorial
Hospital, Johnstown, PA 1972-83

Current Volunteer activities include:

Chair Steering Committee Jefferson County Office of Homeland Security
Vice-chair Jefferson County LEPC
Coordinator Sick & Homebound St. James Catholic Church
Sacristan St. James Catholic Church
Hospice of the Panhandle
Harpers Ferry Bolivar Veterans
Boy Scout Troop 82
Board of Rotary Club of Charles Town

Volunteer activities have included:

Chair, Shepherd University Board of Governors
Member of the Board of Jefferson County Chamber of Commerce
Member of the Board of Jefferson County Chapter American Red Cross
Member of Executive Board Shenandoah Area Council, Boy Scouts of America
Regent, American College of Healthcare Executives
Junior Achievement
Various Emergency Medical Services Organizations
Member Jefferson County Board of Health

Resides with his wife Patti in Charles Town

1-14-2014

Debra Palmer is the Disaster Program Manager for Territory 2 in West Virginia with the American Red Cross which encompasses the following counties: Barbour, Berkeley, Braxton, Grant, Hampshire, Hardy, Harrison, Lewis, Jefferson, Marion, Mineral, Monongalia, Morgan, Pendleton, Preston, Randolph, Taylor, Tucker, Upshur and Webster. Debra's responsibilities include recruiting volunteers and partners to prepare for, respond to and provide recovery processes to families affected by disaster; train, evaluate and supervise volunteers; participate in exercises with partner agencies and first responders on both a local and regional basis; communicate the Red Cross message to various audiences to obtain support for policies and procedures as well as to convey stability to an every changing community; and continue to educate families in ways to avoid being a victim when a disaster strikes by being prepared personally and financially. Ms. Palmer has primary responsibility for the ESF 6 Mass Care Function for Jefferson County as well as the 19 other counties mentioned above, and is a regular member of the EOC staff when activated.

Prior to joining the Red Cross as a staff member, Debra was an extremely active volunteer averaging 55 hours per week. She was a caseworker for Jefferson County from 2005 thru 2009 and developed and managed the Chapter's website during that time. Ms. Palmer became a CERT volunteer in 2005 and regularly encourages others to become trained through the CERT program.

In addition, Debra deploys during national emergencies and large scale events as a Red Cross Disaster Public Affairs Officer where she interacts with both national and local press to ensure information is dispatched in a timely manner to both the local citizenry and government partners regarding the safety and availability of services being provided by the agency.

Debra's previous career was in the field of television production, particularly in the area of live event coverage where she was employed by the Public Broadcasting Service (headquarters) and worked/owned a private production company that provided freelance video/audio services to various news agencies.

Sanford "Sandy" Green-WVDHSEM Homeland Security Region III Liaison

Region III

Sanford "Sandy" H. Green

304-807-5135

sanford.h.green@wv.gov

Sandy has been actively involved in emergency response and public safety in Tucker County since 1982. He has served as Chief of the Canaan Valley VFD since 2001 and as Team Commander of the Tucker County Tactical Rescue Team. He has also served as Chairman of the Tucker County E-911 Advisory Council, on the Office of Emergency Management Board, and nearly 20 years with Tucker County Emergency Medical Services. Sandy is a founding member and Incident Commander of the Tucker All Hazard Conference Training..

Currently, Sandy is managing a FEMA Assistance to Fire Grant to upgrade the emergency communication system for Tucker and surrounding counties. He has been employed as a Sales Representative at East-West Printing, Inc. in Davis, WV since 1993.

Attached is the resume that Terri said you needed. My schedule has changed for Mon and Tue so I should be able to attend the meetings without having to leave within the 1/2 hour. Let me know if you receive this info and if it is sufficient.

Katherine Dunbar
Charles Town, WVa.

Graduated from Jefferson County Schools.

Owned and operated a Sears Catalog Store for 19 years

Executive Director for the Jefferson County American Red Cross for 15 years.

Presently employed as a Sales Assistant for Dan Ryan Builders.

I currently am a volunteer with fund raising for Good Shepherd Caregivers of Shepherdstown. I have volunteered in the office for The Free Clinic and worked on their fundraising campaigns. For 5 years I was a volunteer with Big Brothers Big sisters for twin girls and In 1998 I received an award for Volunteer of the Year award.

Barbara Miller

From: Ellison, Chuck [Chuck.Ellison@FTR.com]
Sent: Thursday, December 05, 2013 5:48 PM
To: Barbara Miller
Subject: RE: Steering Committee Position

I would like to stay on
Operations manager with Frontier going on 28 years
I'm Past President and on the Board of Directors Chamber of Commerce, Board of Directors Development Authority,
United Way, and JCHSEM
Business degree from Shepherd University
Hope this helps

From: Barbara Miller [mailto:bmiller@jeffersoncountywv.org]
Sent: Thursday, December 05, 2013 11:55 AM
To: Ellison, Chuck
Subject: Steering Committee Position

Hi Chuck: I am writing as January is the month that the JCHSEM Steering Committee has their annual organizational committee meeting. Each year some of the committee is up for reappointment. You are one of those. I am hoping that you wish to continue as a member! And if you agree, I will need for your to send me a short Bio for submission to the County Commission. While the Steering Committee will vote on everyone on January 14th, the County Commission will also have to formally appoint all members at one of their meetings. Keep it short. I suspect they already know you ☺. Just email it to me at your convenience.

Thanks!



Barbara J. Miller, CEM, CFM
Director,
Jefferson County Homeland Security and Emergency Management
28 Industrial Blvd., Suite 101
Kearneysville, WV 25430
(304) 728-3290 Phone
(304) 728-3320 Fax
(304) 283-4227 Blackberry
bmiller@jeffersoncountywv.org

Edwin D. Smith

Objective

Appointment to the Jefferson County Homeland Security Steering Committee as the Emergency Services representative.

Experience

July 1, 1999 – 2009

JCAA/JCESA

Jefferson County, WV

Operations Manager

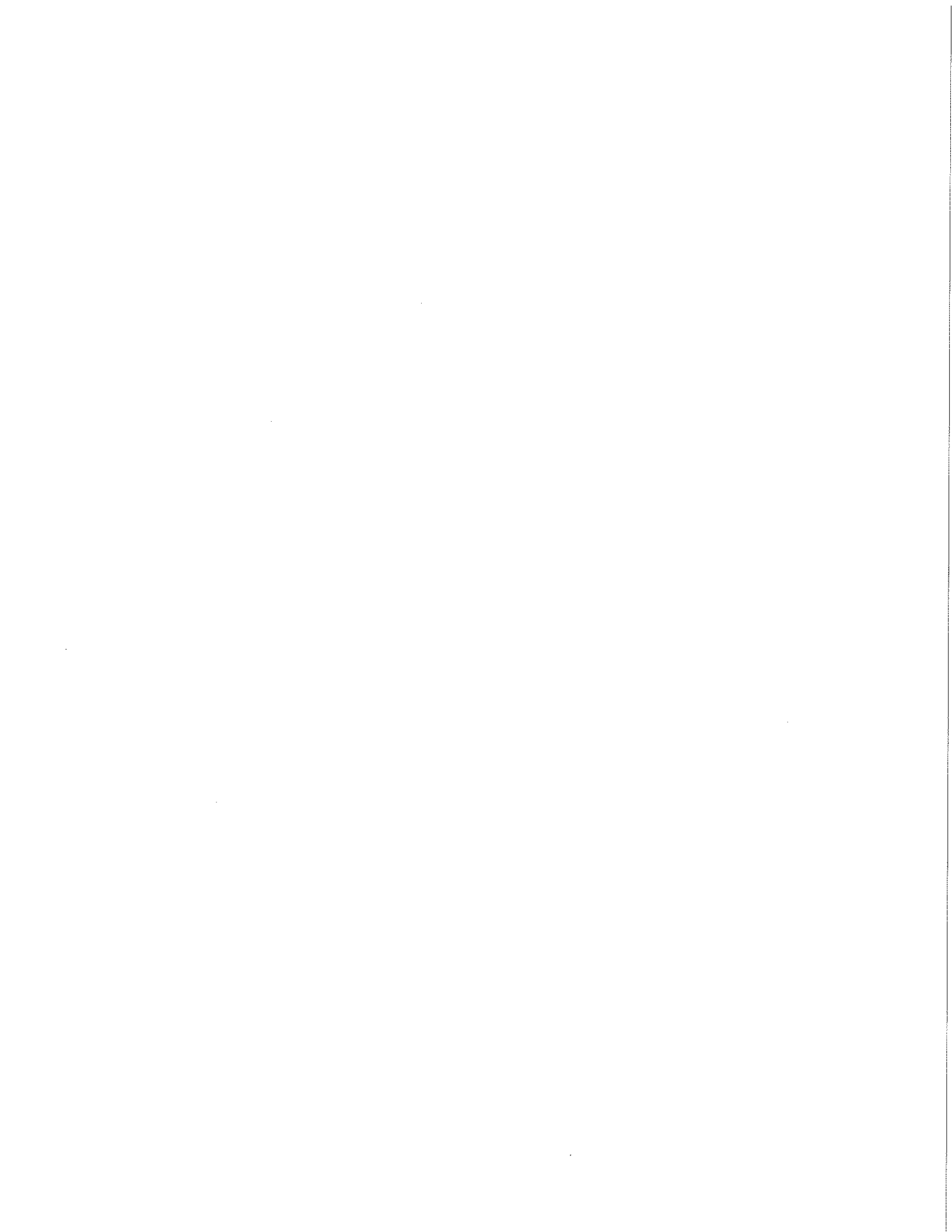
- Manage a workforce of 27 EMT/Paramedics
- Budget development and monthly reviews of expenditures
- Develop Standard Operating Procedures

1974- Present

Independent Fire Company

Charles Town/Ranson

Fire Chief -20 Years, President -1 Year, Board of Directors -39 Years



Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Todd Fagan

Department or Entity: GIS/Addressing

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1st Choice: January 23rd, 2014

Date Requested – 2nd Choice: _____

If a specific date is needed, please provide reason for specific date: **January 23rd is the best possible date because contracts need to be signed and executed in order to start the project with enough time to complete Grant-required tasks by deadline.**

Subject: Request for Commission approval and funding of two related projects: Enterprise Content Management System (CMS) and Document Imaging (Scan) for multiple departments in partnership with the local Board of Health.

Please provide the County Commission with a description of your request or presentation, including any background information:

County staff is prepared to make recommendations for two contracts; one for CMS (\$233,947.50) and another for document scanning (not to exceed \$37,500). The CMS will provide the software applications for staff to input land development records and commission administrative documents. The scanning contract will provide some back-scanning of existing hard copy archival records for input into the CMS.

The enterprise content management system will better serve the public, reduce staff research time, and increase overall efficiency. The ultimate goal is an online records portal, with "Google"-like, full text indexes so staff and public may rapidly search and access permits and land development records.

Staff will request capital outlay to fund both of these contracted services projects and present the following related information:

- 1) Project Background
 - a. Capital Outlay Project since 2012
 - b. RFP Committees established January 2013
- 2) System Capabilities (Capture/Process/Access/Integrate/Measure/Store)
 - a. Document Storage and Retrieval
 - b. Public Web Access
 - c. Agenda Management
 - d. Integrated Departmental Workflows
 - e. GIS Integration
 - f. Data Security
- 3) Return on Investment
 - a. Estimated between \$105K and \$195K annual savings in staff time (**Appx A**)
 - b. Comparison of Operating Costs v. Annual Savings (**Appx B**)
 - c. Reduced Paper and Storage needs
 - d. Permanent Digital Archive

- e. Reduced Errors, Risk and Liability
- f. Increased Staff Efficiencies
- g. Government Transparency
- h. Citizen Engagement
- 4) Financial Details **(Appx C)**
 - a. Committee Evaluations and Pricing Comparison \$233,947.50
 - b. State Grants Awarded **(Appx D)** \$30,000 each
 - c. Board of Health Partnership **(Appx E)** \$102,500
 - d. Capital Outlay **(Appx F)** \$120,000
 - e. Data Processing Budget for Hardware Infrastructure \$50,000
 - f. Current Investment of staff time and county funds \$20,000+
 - g. Risk of lost matching funds, partnerships and grants (\$182,500)
- 5) Timeline
 - a. Approve Projects, Sign Contracts
 - b. Discovery early February 2014
 - c. Implementation by Summer/Fall 2014
- 6) Discussion
- 7) Motion to Approve Contracts
 - a. Draft Scan Contract **(Appx G)**
 - b. Draft CMS Contract **(Appx H)**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to approve the project(s) as presented and commit Capital Outlay funding of \$120,000 to support digital archive and e-Government access to County land development and other public records.**

- Attachments:
- (Appx A) Return on Investment**
 - (Appx B) Graphs on ROI, Annual costs**
 - (Appx C) Project component costs**
 - (Appx D) Grant Awards**
 - (Appx E) Health Dept. MOU**
 - (Appx F) Capital Outlay budget**
 - (Appx G) Draft Scan Contract**
 - (Appx H) Draft CMS Contract**

Jefferson County GIS/Addressing Office DEPARTMENTAL MEMORANDUM

TO: Jefferson County Commission
Debbie Keyser, County Administrator

FROM: Todd Fagan, GIS Director

DATE: January 17th, 2013

SUBJECT: Return on Investment (ROI) for Content Management System Purchase



As part of the County's pursuit of a Content Management System (CMS), the Commission requested a cost/benefit analysis to estimate the return on investment for such a capital purchase. This memo summarizes the ROI, provides background on the method used and further examines the costs and benefits associated with electronic document storage and retrieval across the organization. These results precede a planned RFP and bid selection, cooperation with the Board of Health and final capital request before the Commission later this spring.

Summary

Based on averaged results from our survey, staff currently spends just over \$11,000 per person each year performing document management-related activities. That translates into nearly \$347k total per year for the 31 people sampled. A CMS can achieve a 30% – 56% reduction in time spent doing those same tasks. The best case scenario yields an estimated \$196,000 annual savings (\$6300/per person). The worst case, or more conservative estimate, saves the County about \$105,000 annually (\$3400/per person).

	Estimated <u>Current</u> Cost per Year on Document Management Activities	Estimated <u>Best Case</u> Cost per Year	Estimated <u>Best Case</u> Cost Savings	Estimated <u>Best Case</u> Percent Reduction	Estimated <u>Worst</u> Case Cost per Year	Estimated <u>Worst</u> Case Cost Savings	Estimated <u>Worst Case</u> Percent Reduction
31 staff Total	\$346,986	\$151,186	\$195,800	56%	\$241,338	\$105,648	30%
Average per Person	\$11,193	\$4,877	\$6,316	56%	\$7,785	\$3,408	30%

Methods

Staff used a guide to estimate ROI developed by Ramsey County, MN. This method surveys staff on time spent doing document-related activities like locating, retrieving, filing, copying, scanning, and faxing. Time spent researching and on phone calls was also considered. These minutes per day were extrapolated to 214 working days (minus weekends, holidays and maximum leave usage) to get basic annual estimates.

Staff was also asked to estimate the best and worst case expectation for time savings. For example, I spend the most time locating and retrieving documents, but a CMS could reduce that time by 75% - 90% based on efficient and automated searching in a database vs. thumbing through multiple paper files in multiple file cabinets.

The actual time spent and both best and worst case savings scenarios were then multiplied by each staffer's salaries. This approach gives us the actual cost in estimated time spent and saved with and without a CMS. We then summed up all activities and savings scenarios among 31 people in the 5 departments expected to begin using the CMS in Phase 1. Those departments include Board of Health (5), County Admin/IT (5), Planning/Zoning (7), Engineering (10), and GIS (4).

Cost/Benefit Analysis

Based on research and available funding, staff expects a CMS capable of fulfilling our organizational needs to approach a maximum of \$150,000 initial outlay with up to 20% of that cost expected in annual support and maintenance fees. If you consider the more conservative, worst case scenario of 30% time reduction, a CMS can save up to \$105,000 in the first year. With training and a learning curve, I don't expect to realize that amount right out of the gate in the first year; however, I do think it's possible the CMS can recoup our initial investment within two or three years of implementation.

It is important to remember that a CMS, while able to save up to \$100k, can't really pocket that savings in terms of programs or staffing. The time it takes to store, access, retrieve and archive electronic documents is spread out a little bit among many people. It's really more about saving the *opportunity cost* of what staff could be doing instead of spending more time searching paper documents in multiple locations. Freeing up these little bits of time throughout the day, gives staff the opportunity to process more applications faster and with greater accuracy. Or it may help staff tackle those long neglected "other tasks" in the job jar.

The benefits of a CMS are intuitive and easy to understand, but hard to quantify. It makes sense to most that any user will be able to access all of the necessary information in a much shorter time if the data is electronic and keyword searchable. We will no longer have to rely on our memories to find all of the answers to the puzzle. If all of the relevant information for any one project, application, case, or committee were right at our fingertips with the right searches, we can fill the citizen request faster, more efficiently and with less risk for error.

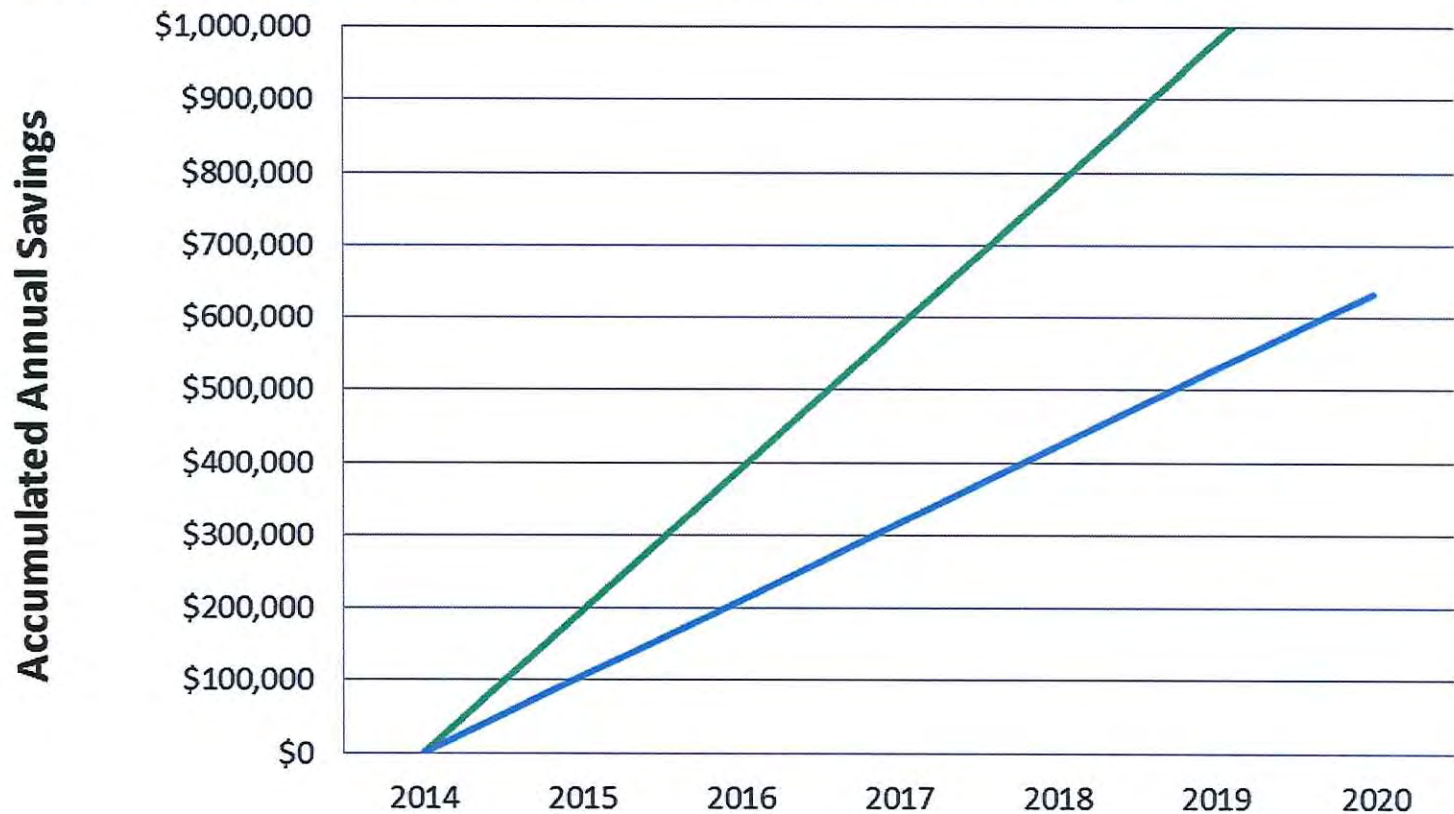
This ROI method did not take into account overall reduction in paper usage. It stands to reason that a CMS will also achieve savings related to purchase of less paper and materials. However, these kinds of savings may be equally offset by future server space and IT support needs. The greatest savings will come from increased staff efficiency and less so from reduced paper costs.

Another CMS benefit is reduced storage space for paper file cabinets. Currently 3 departments in the Mason Building alone store over a million documents in 145 file cabinets. Reducing or eliminating that paper archive provides an opportunity to save the equivalent of 5 – 8 offices (1158 sq ft). Multiply that by average cost per square foot for commercial office space and you will see potential savings. Electronic archives also reduce paper file redundancy and the risk of loss due to fire or water damage. Quantifying the actual value of such a loss is near impossible, but it would clearly be devastating to County business, making it priceless.

Next Steps

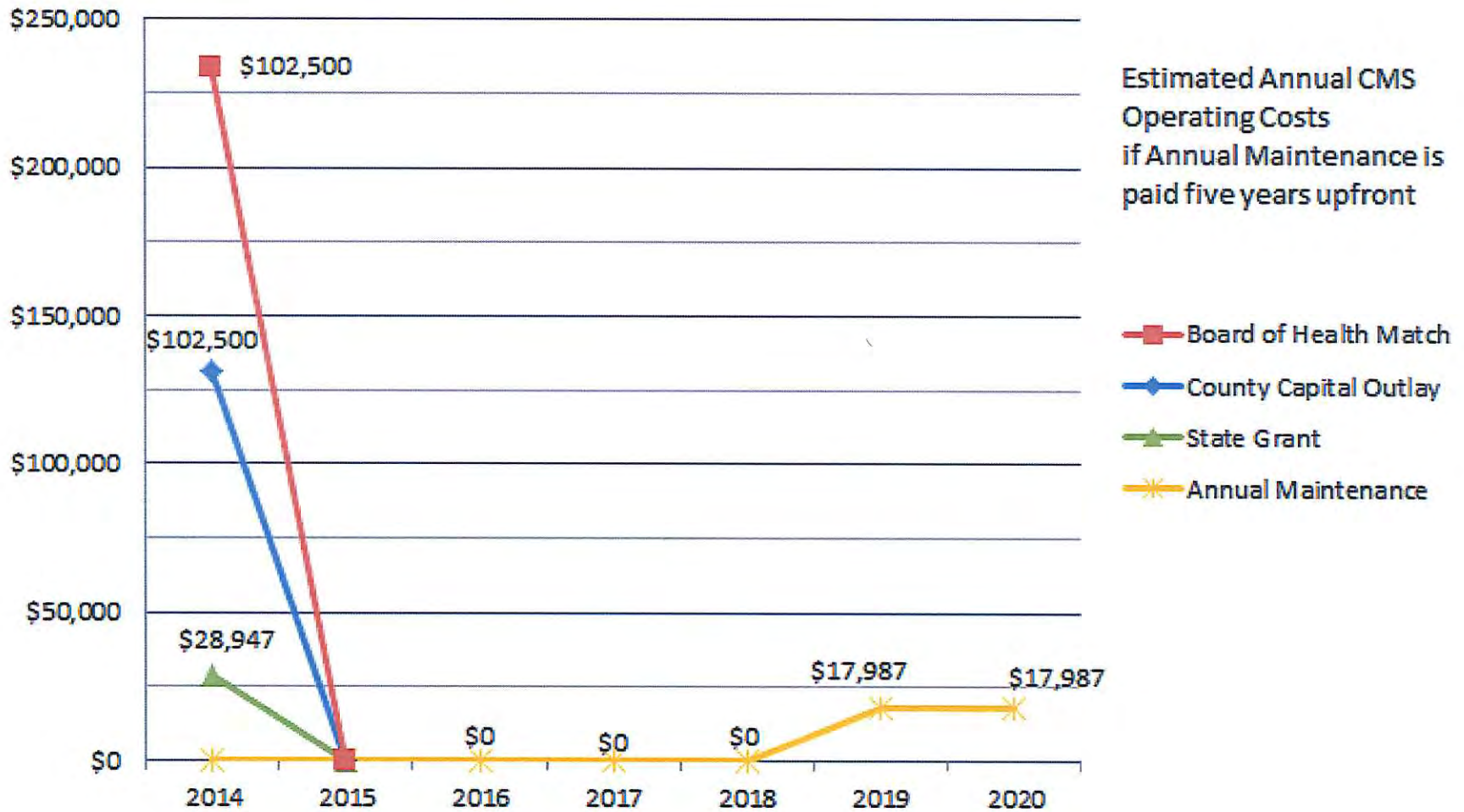
Staff will revisit this analysis when it comes time for the Commission to act on the request for capital outlay to purchase a CMS following an RFP and vendor selection process. That presentation is expected to occur in late February at the earliest.

Estimated Return on Investment (ROI) for CMS



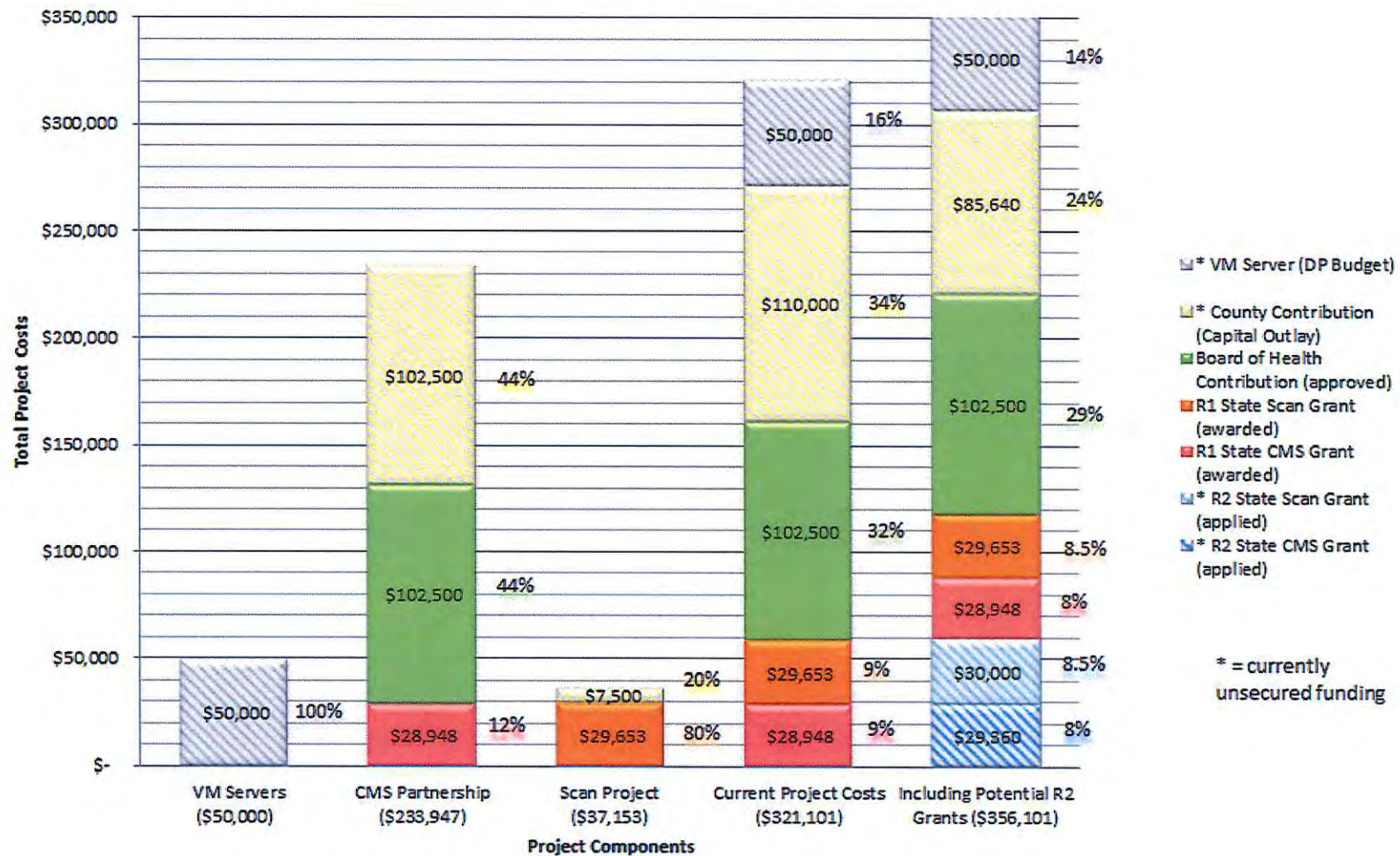
	2014	2015	2016	2017	2018	2019	2020
Best Case ROI (\$195,800 saved annually)	\$0	\$195,800	\$391,600	\$587,400	\$783,200	\$979,000	\$1,174,800
Conservative ROI (\$105,648 saved annually)	\$0	\$105,648	\$211,296	\$316,944	\$422,592	\$528,240	\$633,888

Estimated Annual CMS Operating Costs



The bar graph below depicts various financial components of the combined Online Content Management System/Document Scanning Projects. Elements that appear to be “hashed” or “striped” are funding sources that have not yet been officially secured. “Solid” elements are secured funding.

From left to right are elements of a system (hardware, software and data) broken out by itemized pricing, percentage of overall cost and funding source. 1. The County Commission’s IT Data Processing Budget will install hardware infrastructure needed to create virtualized server platform to improve data security, archiving, e-mail and several projects including CMS. 2. The CMS partnership comprises a State Grant award, and equal partnership with the Board of Health. 3. The base Scanning Project leverages another State Grant award and the County Commission match. 4. The projects combined represent the total anticipated costs, with only half of the funding coming from Capital Outlay/CC budget. 5. The far right graph represents the increased savings to the County should a second round of Grants be awarded and leveraged in the enhanced project.



Appendix C

State of West Virginia
Purchasing Division

AGREEMENT

Purchase Order # G130019

WVFIMS Account # 8704-2013-0306-891-128

TEAM Vendor # N/A

WVFIMS Vendor # 45722

I, Jefferson County Commission, PO Box 250, Charles Town, WV 25414, agree to perform the following services
(Name and address)
for WV Geological Survey at Morgantown, WV 26508
(Agency) (Location)
To support local and regional programs to implement broadband literacy, training and online development projects
(Detailed description of services to be performed)
per the attached Technical Assistance Grant application.

Date(s) of Service: from November 1, 2012 to March 31, 2014
The rate of pay shall be \$30,000.00 per grant period indicated not to exceed
\$ 30,000.00 for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- I am not currently a full-time employee of the State of West Virginia;
- I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by Jefferson County Commission (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ 30,000.00. The vendor serves as Grantee with the title of Jefferson County Commission, certified by Deborah A. Keiper
(Supervisor's Signature) (Position)

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms, and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:

Agency WV Geological & Economic Survey
(Authorized Signature of Agency)
Deputy Director
(Title)

(Date)

Vendor Jefferson County Commission
Deborah A. Keiper
(Vendor's Signature)
55-6000333
(Social Security or FEIN)
10/22/13
(Date)

Appx E

Public Health Department

1948 Wiltshire Rd., Suite 1
Kearneysville, WV 25430
(304) 728-8416
FAX (304) 728-3314



Jefferson County GIS/Addressing Office

116 E. Washington Street, Suite 201
Charles Town, WV 25414
(304) 724-6759 • FAX (304) 724-8992
gis@jeffersoncountywv.org



TO: Jefferson County Commission
Jefferson County Board of Health

FROM: Todd Fagan, GIS Director, Jefferson County GIS/Addressing Office

DATE: November 1st, 2013

SUBJECT: Memorandum of Understanding (MOU) regarding Joint Partnership in Purchase of an Enterprise Content Management System (CMS) and Resolution to Commit Funding toward a Contract

Whereas the County Commission authorized pursuit of a CMS and approved the issue of a Request for Proposal (RFP) on 11/29/12; and whereas the County Commission has allocated up to \$120,000 in Capital Outlay reserve; and whereas the Board of Health (BoH) similarly supported the joint project with a funding level up to \$150,000 on 12/7/12; and whereas both partner agencies signed an MOU on 4/5/13 to clarify joint responsibilities; and whereas the Bid Review and Selection Committee has now reached a unanimous vendor recommendation for contract award; this MOU seeks to commit allocated BoH funds in the specified amount of \$102,500 subject to a final motion passed.

The following parameters apply to this agreement:

- The Proposal Review Team has unanimously recommended Versivo (Arlington, VA) as contract awardee.
- Versivo has proposed Hyland Software's OnBase ECM software as the solution at a total cost of \$233,947.50
- A State Grant, GS1300018, was awarded to fund up to \$30,000 of Contracted Services and associated software in this CMS project
- The remaining \$205,000 cost balance is to be split equally (\$102,500 each) between the County Commission and Board of Health, contingent upon Commission project approval to follow.
- The Commission's Finance Director recommends and past practice suggests the best manner to disperse funds to the vendor is from one line item in the Commission's Capital Outlay account, rather than multiple agency accounts. The County requests the BoH to move half of the negotiated contract amount (\$102,500) to the Commission's budget no later than March 31st, 2014.
- The Commission will be presented with the same proposal and vote on project approval on 11/21/13.
- Upon approval, the Contract will be signed and executed between the County Commission and the Vendor. The BoH shall be represented in good faith by the County's Project Manager (PM) as a vested and participating department.
- Todd Fagan will lead as Project Manager throughout the project implementation, which is expected to be completed by July 1, 2014.

- The total contract covers discovery, purchase of necessary software modules, professional services, reporting, installation, testing, training, implementation, data security, technical support and five years of licensing and maintenance fees.
- Beyond five years, the BoH and Commission shall each be responsible for maintenance of the licenses they use. In addition, each party understands and agrees that beyond five years a new and separate agreement will require continuing to share software, server and network resources.
- The BoH shall provide their own PC/Scanning work station upon start up and any additional licenses or special services in the future.
- The County shall initially provide shared server space and internet connectivity at no immediate cost to the BoH to store document images and provide access to all software tools. If in the future the BoH server requirements expand, the parties understand that a contribution toward expanding such hardware may require BoH to cover the costs of same.
- Key elements of this project are procurement of technical services, necessary staff training, and annual maintenance support from the vendor. The County PM's time, effort and guidance will be constrained to the period from RFP to implementation. He will not be available as technical support in years 2, 3 and beyond. The contract will specify ongoing vendor support services. Mr. Fagan will do all that is possible to help troubleshoot minor problems or place staff in contact with appropriate IT help desk, but will not be on call to solve software and hardware issues.
- The State's Office of IT shall serve as primary Help Desk, should the problem fall out of contract services scope.
- The Board of Health is welcome to a share (not to exceed \$5000) of the State Grant, GS1300019, awarded for a separate, but related, Document Scanning contract.

Motion: Move that the Jefferson County Board of Health hereby commit and transfer \$102,500 toward the purchase of a shared enterprise CMS contract per the parameters contained in this MOU, as amended 11/1/13.

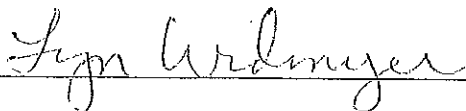
Motion Passes by a 5-0 vote.

Tom Trumble, President Board of Health



Date 1 Nov 2013

Lyn Widmyer, County Commissioner Liaison



Date 13 Nov 2013

Jefferson County Commission
Proposed Capital Project List and Five Year Budget as of January 2013

	Estimated Cost FYE 2013	Estimated Cost FYE 2014	Estimated Cost FYE 2015	Estimated Cost FYE 2016	Estimated Cost FYE 2017	Estimated Cost FYE 2018
Fiscal Year Ending June 30, 2013						
1	Lease agreement for Prosecuting Attorney's Office in the Briel Building,	\$48,194.60	\$115,667.04	\$115,667.04		
2	Maintenance Dept: New Phone System: this project has an estimated payback of (3) to (5) years. The anticipated phone system will be Voice over Internet Provider System (voice/IP)	\$250,000				
3	IT & County Administrator: This project involves moving the AS-400 from the Hunter House Basement to the Basement of the Mason Building.	\$5,000				
4	Briel Building: Purchase or complete leasing of the Briel Building would provide an additional 6,000 square foot of space for county offices. Having the additional space is the only way to make plans for moving the Assessor's Office to a new location and providing additional space for the Sheriff's Tax Office and the County Clerk's Office.	\$0				
5	Ramey Building: Purchase Ramey Building rather the the Briel Building and renovate for offices.	\$399,000				
6	Ramey Building: Renovate top floor of the Ramey Building to be occupied by either the Sheriff's Tax Office or the Assessor's Office. Repair roof as required	\$630,000				
7	Ramey Building: Renovate first floor of Ramey Building to the occupied by either the Tax Office or Assessor.	\$380,000				
8	Offer space vacated by the Tax Office or Assessor to the lessee of the Ramey Building First for office space. Renovate as needed	\$20,000				
9	Hunter House: New central heat and air conditioning, Stairs replacement, and Maintenance to floor. (need estimated cost and year to be completed)	\$100,000				

Appx E

Jefferson County Commission
Proposed Capital Project List and Five Year Budget as of January 2013

	Estimated Cost FYE 2013	Estimated Cost FYE 2014	Estimated Cost FYE 2015	Estimated Cost FYE 2016	Estimated Cost FYE 2017	Estimated Cost FYE 2018
10 CAD System: This software is needed to enhance the operation of the E911 Center. The cost of the software is dependent on the complexity of the features that are built into the software.	\$800,000					
11 GIS Department: the proposed software will act as a Document Management System that will scan, classify, index and archive all existing and future public records into a data base that would incorporate linked workflow, searchable data bases and document retrieval. The data base could be used by various county departments, the county health department, and possibly many others. The total cost of this project will be \$120,000 and will be shared between the State-\$30,000 Grant, County, and BOH. The cost to the county and BOH is still to be determined.	\$120,000					
Fiscal Year Ending June 30, 2014						
12 Maintenance Dept: Renovate top floor of the Judicial Center to provide an additional 6500 square feet of office space.		\$812,500				
13 Move Day Reporting, and Probation into Courthouse		\$10,000				
14 December 2014: Estimated Ramey Building Buildings would be complete and both the Assessor's Office and Tax Office would be relocate to the Ramey Building. Demolish the Smoot Building, the old building previously occupied by the Tax Office and Assessor's Office in preparation of a site for a new county office building.		\$385,000				
15 Maintenance Dept: The parking lot behind downtown county offices and courthouse is in need of resurfacing and will need to be repaved in the next two or three years.		\$100,000				
16 Maintenance Dept: Install elevator to access the second floor of the Mason Building.		\$250,000				

Jefferson County Commission
Proposed Capital Project List and Five Year Budget as of January 2013

	Estimated Cost FYE 2013	Estimated Cost FYE 2014	Estimated Cost FYE 2015	Estimated Cost FYE 2016	Estimated Cost FYE 2017	Estimated Cost FYE 2018
17 Maintenance Dept: Smoot Building-Renovate only as needed: Recommended usage, storage or contributed office space for county component unit. Need use plan and estimated cost to renovate.		\$10,000 To \$50,000				
18 GIS Department: this purposed project is for the cost that would be incurred to have a contractor scan in existing records into the proposed Document System noted above. It is estimated that 1.1 million document exist that would need to be scanned in the system once the system is operational.			\$120,000			
19 GIS Department: The GIS Department is requesting funding of \$30,000 Aerial Photography Mapping of the county to be completed in the spring of 2014.						
20 Animal Control Shelter: Update complete facility			\$200,000			
21 Law Enforcement: Estimated capital expenditures for Law Enforcement Dept #700 for the Fiscal Year Ending June 30, 2014: (5) Cruisers-\$142,100 and (1) Range Pavillion-\$40,000		\$182,100				
21 County Administrator-Estimated cost web-site software package for the County Commission		\$15,000				
22 County Assessor: New vehicles for the Assessor's Office		\$20,000				
23 Parks and Recreation: New lighting in the county building Parks and Recreation uses for a gymnasium.		\$32,000				
Fiscal Year Ending June 30, 2015						
24 Beginning planning for a new 30,000 square foot count office building.			\$6,100,000			
25 GIS Department: Purchase new department vehicle for departmental use or motor pool available.			\$25,000			

Jefferson County Commission
Proposed Capital Project List and Five Year Budget as of January 2013

	Estimated Cost FYE 2013	Estimated Cost FYE 2014	Estimated Cost FYE 2015	Estimated Cost FYE 2016	Estimated Cost FYE 2017	Estimated Cost FYE 2018
26 Law Enforcement: Estimated capital expenditures for Law Enforcement Dept #700 for the Fiscal Year Ending June 30, 2015: (5) Cruisers-\$156,310, (35) MDT/Laptop Systems-\$175,000, and (35) Protective Vest-\$35,000			\$366,310			
Fiscal Year Ending June 30, 2016						
27 Law Enforcement: Estimated capital expenditures for Law Enforcement Dept #700 for the Fiscal Year Ending June 30, 2016: (5) Cruisers-206,328, (2) Utility Vehicles-\$30,000				\$236,328		
Fiscal Year Ending June 30, 2017						
28 Law Enforcement: Estimated capital expenditures for Law Enforcement Dept #700 for the Fiscal Year Ending June 30, 2017: (6) Cruisers-\$226,956.					\$226,956	
29 Law Enforcement: Estimated capital expenditures for Law Enforcement Dept #700 for the Fiscal Year Ending June 30, 2018: (7) Cruisers-\$291,263.						\$291,263
30 County Assessor: New vehicles for the Assessor's Office.				\$24,000		
Fiscal Year Ending June 30, 2018						
31 County Administrator-Estimated cost for new financial software.			\$10,000			
32 Emergency Services: Purchase new vehicle for Emergency Service with additional equipment and insignia to allow the vehicle to be operated as an emergency vehicle; lights, siren, special insignia, etc.			\$25,000			

Jefferson County Commission
Proposed Capital Project List and Five Year Budget as of January 2013

	Estimated Cost FYE 2013	Estimated Cost FYE 2014	Estimated Cost FYE 2015	Estimated Cost FYE 2016	Estimated Cost FYE 2017	Estimated Cost FYE 2018
33 Holding cell(s) for inmate(s) brought to the court facilities for a Case Hearings. Estimated cost for this project is to be provided by Bill Polk, Maintenance Director.						
34 Economic Development Authority-Natural Gas line extension into Burr Industrial Park-Initial cost on this project is \$4,000,000. Per John Reisenweber, a low interest loan might be available through the State Economic Development Office for this project. This project is listed for information purposes and has not been budgeted in this current estimate.						
Total proposed capital projects by year	\$2,752,195	\$1,922,267	\$6,961,977	\$260,328	\$226,956	\$291,263
Actual Cash Balance for the Capital Outlay Fund as of the month of this report	Actual Bal. for month of report	Estimated Bal.to be carried over from PY	Estimated Bal.to be carried over from PY	Estimated Bal.to be carried over from PY	Estimated Bal.to be carried over from PY	Estimated Bal.to be carried over from PY
	\$5,829,840	\$3,577,645	\$3,155,378	-\$2,306,599	-\$1,066,927	\$206,117
Estimated funding to be added this year based on PY depreciation calculated in the prior year audit report.	\$500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Estimated and actual funds available for allocation.	\$6,329,840	\$5,077,645	\$4,655,378	-\$806,599	\$433,073	\$1,706,117
Planned expenditures from list above; these projects may or may not be funded and monies expended in the current fiscal year.	(\$2,752,195)	(1,922,267)	(6,961,977)	(260,328)	(226,956)	(291,263)
Other Current Fiscal Year charges approved by the County Commission and paid from Fund #246 through the month of this report. This amount is not included in calculated carryover.	\$446,651					
Estimated funds available for carryover to next fiscal year.	\$3,577,645	\$3,155,378	-\$2,306,599	-\$1,066,927	\$206,117	\$1,414,854

Jefferson County Commission
PO Box 250
Charles Town WV 25414

Ph: 304-728-3284
Alt Ph: 304-724-6759 (GIS Office)

Purchase Order Number:

Please show this number on all packages
and documents related to this Order.

Vendor: HMS Technologies, Inc. C/O Roy H. Jones Jr. Discovery Place Martinsburg, WV 25403		Ship To: Jefferson County Commission PO Box 250 Charles Town WV 25414		Invoice To: Jefferson County GIS/Addressing 116 East Washington Street, Suite 201 Charles Town WV 25414 Itemize Invoices According to Purchase Order One (1) original invoice required	
Date of Order:	Payment Terms: 30 Net	Ship Via: HMS Vehicle	Freight Terms: N/A	Delivery Date: Per Agreement	

AGREEMENT

This Agreement constitutes acceptance of contract by and between Jefferson County Commission and HMS Technologies, Inc. for Document Imaging, Indexing and Management Services.

Services beginning Nov. 21st, 2013 and extending through July 31st, 2014.

All services shall be performed in accordance with the standard form of agreement attached hereto as a part hereof.

If "Not-to-Exceed" is stated in lieu of total purchase order amount - it is due to indefinite quantity or length of service required; but, only to the extent the services remain within the scope of work and total NTE amount.

Total NTE Amount

of this Order: \$ 37,500.00

Authorized Purchasing Agent Signature/Date:

AGREEMENT FOR SERVICES Between
Jefferson County Commission And
HMS Technologies, Inc.

This Service Agreement ("Agreement") made this 21st day of November, 2013, by and between the Jefferson County Commission and HMS Technologies, Inc., located at One Discovery Place, Martinsburg, West Virginia, ("Vendor").

WHEREAS, the Commission desires to have the Vendor perform certain professional services;

WHEREAS, the Vendor represents that he/she is qualified, ready, willing and able to perform such professional services; and

THEREFORE, in consideration of the mutual covenants and promises herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties to this Agreement agree as follows:

1. **Scope of Work.**

Vendor shall provide the labor, supervision, equipment, materials, supplies and other necessary items to perform the professional services set forth below, with the standard of professional care and skill customarily provided in the performance of such Services and to the satisfaction of Jefferson County (WV) Commission. The Services shall include all those services specified in Jefferson County Request for Proposal For Document Imaging Services For Input Into Enterprise Content Management System dated April 10th 2013, as clarified/modified in Addendum 2 dated April 30th 2013 and in accordance with Vendor's Proposal "Document Imaging Services for Jefferson County Commission" dated May 14th 2013, and the corrected pricing table submitted to Todd Fagan August 29th 2013.

Services to include but not limited to the following:

- Pick up records by HMS employees using an HMS vehicle
- Prepare documents for scanning
- Scan records to agreed upon resolution and perform image clean up (despeckle, etc.)
- 100% Quality Control
- Indexing with metadata
- Scan-on-Demand service to provide imaged documents within 4 hours
- Deliver images and indexing data in specified format for upload to OnBase
- Return of records by HMS employees using an HMS vehicle
- OCR as an option
- Web-hosted Document Management Systems (DMS) as an option

2. **Agreement Term.**

This Agreement shall commence on November 21st, 2013, and will terminate on June 30, 2015 or as otherwise stated in this Agreement. The Commission reserves the right to alter the starting and ending dates according to the needs of the Commission.

3. **Compensation.**

- A. The Commission will pay Vendor for the Services performed hereunder on the following basis (specify rates or flat fixed fee); all expenses agreed to by the parties, including travel shall be included in the daily rate or fixed fee compensation. Commission will not reimburse or otherwise be responsible for fees not contained therein. Any terms or conditions contained in an invoice or rate schedule which are different from, in addition to, or which vary the terms and conditions of this Agreement, shall not be binding upon Commission.

Rate Schedule/Other: Initial Deliverables as specified and additional documents as follows:

Pricing – Scanning/Indexing Services

(A) Documents	(B) Page Prep	(C) Scan Image	(D) QC	(E) Total Cost per page unit = sum of columns B, C, D	(F) Cost per Index Value
Postcard (5x6) B/W	No charge	.04	No charge	.04	.095
Permit (6x8) B/W	No charge	.04	No charge	.04	.095
Letter (8.5x11) 1-side B/W	No charge	.04	No charge	.04	.095
Letter (8.5x11) two sided B/W	No charge	.08	No charge	.08	.095
Legal (8.5x14) 1-side B/W	No charge	.04	No charge	.04	.095
Tabloid (11x17) 1-side B/W	No charge	.04	No charge	.04	.095
Plats (24x36) 1-side B/W	No charge	.99	No charge	.99	.095
Final Plats (18x24) 1-side B/W	No charge	.69	No charge	.69	.095
Letter (8.5x11) 1-side grey scale	No charge	.04	No charge	.04	.095
Plats (24x36) 1-side grey scale	No charge	.99	No charge	.99	.095
Letter (8.5x11) 1-side color	No charge	.04	No charge	.04	.095
Plats (24x36) 1-side color	No charge	.99	No charge	.99	.095

Pricing for Professional Services, Training, Go-Live Implementation, Travel, Warranty, Maintenance and Support is "all-inclusive" or at no charge. Costs are detailed in the Scanning/Indexing table above and optional DMS, OCR or shredding services below.

HMS/Docutex offers our Optional Web-Hosted DMS for use by Jefferson County, including setup and training, at no charge for the first 12 months. The system is available after the first 12 months on a month-to-month basis for an all-inclusive fee of \$300 per month.

As an Option: HMS/Docutex can provide certified destruction (shredding) at a price of \$3.00 per box.

As an Option: HMS/Docutex can provide OCR (Optical Character Recognition) at a price of 1 cent per page OCR'd.

- B. Payment will be made upon submission of detailed invoices and any other documentation required for such payment based upon Section 3 A., above. Payment will only be made in the name of the Vendor as specifically identified and set forth in this Agreement. Invoices shall contain, or be attached to, supporting documentation that is satisfactory to the Commission which, at a minimum, shall slate the Service rendered in detail, dates of Service, Contract Identification, and any additional information facilitating the proper allocation and payment of such invoice.
- C. If applicable, Vendor must be registered with the State of West Virginia pursuant to W. Va. Code §18B-5-5 before the Vendor is eligible to render services to the Commission. To be eligible to render services hereunder, Vendor must have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. By execution of this Agreement, Vendor warrants that it is a registered vendor with the State of West Virginia and in good standing.
- D. Upon request from Commission and upon execution of this Agreement, Vendor shall provide Commission with a completed original Department of the Treasury, Internal Revenue Service, Form W9 "Request for Taxpayer Identification Number.
- E. Commission shall not directly or indirectly be liable for taxes of any kind. To the extent allowed by law, Commission shall provide, upon the request of Vendor, all applicable tax exemption certificates.
- F. All invoices for Services shall be paid in arrears within thirty (30) days after the submission by Vendor of a valid invoice for Services rendered.

4. **Reporting.**

In rendering the Services performed hereunder, the Vendor shall communicate with Commission through its Designated Office, Jefferson County GIS/Addressing Office.

Commission shall have the right, but not the duty or obligation, to inspect the work at any time to ensure compliance with the terms and provisions of this Agreement.

5. **Method of Operations.**

- A. Vendor shall promptly commence and diligently prosecute the Services in a safe, careful, skillful, efficient and workmanlike manner in accordance with recognized methods and practices, in compliance with all lawful policies of the Commission, and in compliance with all federal, state and local laws, rules and regulations, orders and permits, now existing or hereinafter enacted with respect to the Services and the Vendor, including but not limited to, laws relating to equal employment opportunity, as well as all generally accepted standards applicable to such work.
- B. Unless otherwise directed by Commission in writing, Vendor shall secure all necessary permits, licenses, bonds (if applicable) and identification numbers required to perform the Services and shall pay all fees in connection therewith. Vendor shall be fully responsible for compliance with same and shall fulfill all obligations in relation thereto. If requested, Vendor shall provide Commission with copies of all permits, licenses, bonds and identification numbers required to perform the Services.

6. **Relationship of the Parties.**

Vendor shall perform the Services as an independent contractor. Commission is interested only in the results to be achieved and compliance by Vendor with the terms and conditions of this Agreement and all applicable laws. The conduct and control of the Services shall lie solely and exclusively with Vendor. Neither Vendor nor any of its agents, employees, subcontractors, servants or invitees (collectively "Vendor's Employees") shall be considered an agent or employee of Commission, nor shall anything in this Agreement be construed as creating a single enterprise or joint venture, for any purpose. Vendor's Employees are not entitled to any benefits provided by Commission for its employees. However, the work is subject to the right of inspection and approval by Commission and all applicable governmental authorities. Vendor shall be solely responsible for the acts of Vendor and Vendor's Employees during the performance of the Services.

7. **Written Notice/Delivery.** Any notice required or permitted to be given under this Agreement shall be, addressed to the receiving party at the address below:

Jefferson County Commission
PO Box 250
Charles Town, WV 25414
Phone Number: (304) 728-3284
Fax Number: (304) 725-7916
Email: lfagan@jeffersoncountywv.org

HMS Technologies, Inc. c/o Roy H. Jones, Jr. One Discovery Place
Martinsburg, WV 25403
Phone Number: (304) 596-5583
Fax Number: (304) 596-5589
Email: roy.jones@hmstech.com

8. **Non-Discrimination.** The Vendor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

9. **Insurance.** During the term of the Agreement, Vendor shall procure, at its own expense, and maintain for the duration of the Agreement, the following insurance coverage from insurers licensed or registered to do business in the State of West Virginia: (a) Commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; (b) Worker's Compensation insurance in accordance with applicable statutory limits (c) Commercial Automobile insurance in the amount of \$1,000,000 per occurrence for all owned, non-owned,

hired, leased, rented, and employee non-owned vehicles, (d) where applicable, professional liability insurance of \$1,000,000 per claim/loss and \$2,000,000 annual aggregate, Vendor shall provide such other insurance as may be required by law.

10. **HIPAA.** Vendor shall, if applicable, meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS"), 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS, 45 C.F.R. parts 160, 162, and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic Clinical Health Act, Division A, Title XIII of Pub's. 111-5 and its implementing regulations (the "HITECH Act"). due to their status as a "Covered Entity" or a "Business Associate" under the Act. The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to as "HIPAA" for the purposes of this Agreement.

11. **Confidentiality of Information.** In order for the Vendor to effectively provide the Services required under this Agreement, it may be necessary or desirable for the Commission to disclose to the Vendor confidential and proprietary information and trade secrets pertaining to the Commission's past, present and future activities. The Vendor hereby agrees to treat information which has been designated to the Vendor by the Commission in writing as being confidential and proprietary information or trade secrets in a confidential manner. The Vendor further agrees that it will not disclose any such information so designated to anyone outside of the Commission during the period of this Agreement or thereafter without the prior written consent of the Commission, unless the Vendor is required to disclose any such information for the following reasons: 1) To comply with a legal or court order, 2) to defend itself or pursue its legal rights in a legal proceeding, or 3) to protect the health, safety, or welfare of others.

12. **Termination.** Commission reserves the right, in its sole discretion, to terminate this Agreement, in whole or in part, without penalty, upon written notice to Vendor. Upon receipt of such notice, the Vendor shall, as notice directs: 1) discontinue all services affected; and 2) deliver to the Commission all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by the Vendor in performing this Agreement, whether completed or in progress. Vendor will be compensated for Services provided pursuant to this Agreement to the effective date of termination only.

13. **Force Majeure.** Neither Vendor nor Commission shall be liable for any failure or delay in its performance of this Agreement if such failure or delay is directly or indirectly occasioned by an event of Force Majeure. For purposes hereof, "Force Majeure" means any event beyond the control of either party and which is relied upon by either party as justification for delay in, or as excuse from complying with, any obligation required of the party under this Agreement, including, but not limited to: (i) an act of God, war, terrorism, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the Services; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule, permit, regulation or ordinance after the date of execution of this Agreement, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial or material adverse effect on the cost of performing the obligations herein; (iv) any work stoppages, strikes, picketing, labor dispute, or similar activities at the Premises; (v) the institution of a legal or administrative action or similar proceeding by any person or entity that delays or prevents any aspect of the Services. In the event of Force Majeure, and during the continuance thereof, the obligations under this Agreement shall be suspended and neither party shall have any liability to the other due to such event of Force Majeure or such suspension. If the Force Majeure continues unabated for a period of sixty (60) days and renders either party unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then either party shall have the right to terminate this Agreement and shall not have any liability to the other party other than any monetary obligations to the other which has become due prior to the date of such termination.

14. **Changes.** The Commission may, from time to time, require changes in the scope of the Services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by the parties, shall be incorporated by written amendment to this Agreement.

15. **Jurisdiction; Governing Law.** The laws of the State of West Virginia shall govern the interpretation and enforcement of the Agreement.

16. **Successors and Assigns.** This Agreement binds and benefits the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. The personal skill, judgment and abilities of the Vendor are an essential element of this Agreement. Therefore, although the parties recognize that the Vendor may employ qualified personnel to provide Consulting Services under the Vendor's supervision, the Vendor shall not assign, transfer or subcontract any portion of the Consulting Services to another party without the prior written consent of the Commission.

17. **Headings.** The headings of the herein are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

18. **Non-Waiver Provision.** The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.

19. **Severability.** Each provision of this Agreement is to be interpreted in such a way as to be valid under applicable law. If any provision is invalid under applicable law, it is to be considered ineffective only to the extent of such invalidity and the remainder of the provision and the other provisions of this Agreement remain valid.

20. **Survival.** The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including, but not limited to, indemnities, certifications, warranties, and any expressed limitation of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

21. **Entire Agreement.** This Agreement and any attachments or referenced documents, represent the entire agreement between the parties and supersedes any prior oral or written understandings.

22. **Rider Clause:** The Commission has partnered with the local Board of Health on this shared document management project. The Jefferson County Board of Health or Health Department are granted the option to ride on this contract and receive services as specified in this agreement at their own expense and management.

IN WITNESS WHEREOF, the parties herelo have caused this Agreement to be executed this day, month, and year first written above.

HMS Technologies, Inc.

Jefferson County Commission

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



MASTER SERVICES AGREEMENT

Effective as of **MSA-EFFECTIVE-DATE**, this MASTER SERVICES AGREEMENT (“MSA”) is entered by and between Versivo, Inc., a Virginia corporation having its principal offices at 950 North Glebe Road, Suite 210, Arlington, VA, 22203 (“Versivo”) and Jefferson County Commission, with its principal place of business located at 124 E. Washington Street, Charles Town, WV 25414 (“Client”) (Versivo and Client may be severally referred to as a “Party” or collectively referred to as “Parties”).

WHEREAS, Client desires to purchase from Versivo and Versivo desires to provide to Client, Services, as defined in accordance with Section 2.4 of this MSA, and described in the Client Work Order(s), subject to the terms and conditions of this MSA.

NOW, THEREFORE, in consideration of the foregoing premise, together with the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Scope of Agreement.

1.1 Prior Agreements Superseded. This MSA is a master agreement between the Parties and contains all the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to Services provided by Versivo to Client during the term of this MSA. This MSA supersedes and replaces any prior existing Services Agreement between Versivo and Client, and incorporates any and all prior and ongoing Client Work Orders between the Parties. Such Client Work Orders shall be governed by the terms and conditions of this MSA as if such Client Work Orders were issued hereunder. This MSA may not be amended except in writing signed by both Parties expressly referring to which portion(s) of the MSA are to be amended. This MSA may be terminated in accordance with the terms and conditions of Section 6 of this MSA.

1.2 Conflicts. Each Client Work Order shall incorporate the terms and conditions of this MSA; however if there is any conflict between the terms and conditions of this MSA and the Client Work Order, the MSA shall prevail unless it is explicitly expressed within the Client Work Order that a specific term and/or condition within the Client Work Order does take precedence over any conflicting term and/or condition within the MSA. Information on the composition and changes to a Client Work Order is cited in Section 4 of this MSA.

2. Definitions.

2.1 Confidential Information. Confidential Information shall mean all corporate information and material of a sensitive, proprietary, or non-public nature originating within the disclosing Party, whether in electronic, hard copy or other form, and disclosed as necessary between the Parties but not made openly available or disclosed to the public nor any third party, unless such disclosure to a specific third party is consented to in writing by the disclosing Party. Confidential Information includes without limitation, information, data and materials relating to the disclosing Party’s business, customers, personnel, trade secrets, internal processes, elements of the disclosing Party’s information technology infrastructure, and any of the disclosing Party’s information not generally available to the public. Confidential Information shall not include information which:

- (a) is at the time of its disclosure already in the public domain and readily available to the public;



- (b) is independently developed by the receiving Party without reference to or prior knowledge of the disclosing Party's Confidential Information; or was already legally in the possession of the receiving Party prior to its disclosure by the disclosing Party and not subject to any agreement of confidence between the receiving and disclosing Parties; or, is obtained by the receiving Party from a third party authorized to possess and disclose such information without restriction; or
- (c) is released into the public domain via an authorized release from the disclosing Party and not via another party's unauthorized, wrongful, illegal or negligent release of this information to the public.

2.2 Consulting Methodology. Consulting Methodology shall mean concepts, techniques, skills, know-how, methodologies, processes, inventions, and information technology tools that Versivo owns and/or uses to produce the Work Products under the Client Work Order and which are not uniquely related to the project described in the Client Work Order.

2.3 Intellectual Property. Intellectual Property means all ideas, methods, inventions, whether or not patentable, software source and object code, firmware, modules, routines, systems, programs, specifications, products and associated documentation, trademarks, service marks, trade names, trade secrets, materials and methodologies.

2.4 Services. Services shall mean the work or services that Versivo performs for Client, including any Work Products and cited deliverables which Versivo provides to Client subject to the terms and conditions of the MSA. The Services are to be described specifically in work orders to be executed by the Parties, in accordance with the form attached hereto as Exhibit A ("Client Work Order") or Exhibit B ("Client Work Order Amendment").

2.5 Versivo Intellectual Property. Versivo Intellectual Property shall mean all Intellectual Property developed or owned by Versivo apart from the Work Products created under this MSA, including without limitation, the Consulting Methodology, Versivo's software source and object code and all derivative works based thereon. For example, and without limitation, Versivo Intellectual Property includes Versivo's proprietary Versiform® product which is licensed under a separate End User License Agreement (EULA).

2.6 Work Products. Work Products shall mean all reports, studies, object or source code, flow charts, diagrams, data, documentation, and any other tangible material of any nature developed /produced by or as a result of the Services. Consulting Methodology is expressly excluded from the definition of Work Products.

3. Obligation of Parties.

3.1 Each Party is responsible for performing its obligations as set forth in this MSA, the Client Work Order(s), and any Client Work Order Amendment(s).

4. Scope of Services/Client Work Order Amendments

4.1 Work Orders. Versivo will perform the Services set forth in the Client Work Order(s) in a good and workmanlike manner. With the specifics agreed to by the Parties, the Client Work Order(s) shall include, but not be limited to: a description of the nature, scope, and schedule of the Services to be provided; the term/time within which the Services will be provided; Work Products, including any specifically cited deliverables, to be produced for and provided to Client; Versivo resource(s) to be used; the fixed price for the project or the hourly rate of pay per Versivo resource(s); costs, invoicing and payment information; and any other relevant terms and conditions relating to the Services.



4.2. Changes. Client may request changes to any particular Client Work Order by providing Versivo with a written request that describes the desired change (“Client Work Order Amendment” or “Amendment”). Prior to implementing any Amendment and before the Client incurs any costs associated with any Amendment, Versivo will provide Client with a written quotation which specifies any change(s) in scope, the applicable increase or decrease in the cost and/or the time that will be necessary to implement the Client-requested changes specified within the Amendment. Provided that either the terms and conditions of the written quotation are acceptable to the Client as presented or the terms and conditions are acceptably modified through additional negotiation, the resulting, mutually agreed upon change(s) in scope, and any associated increase or decrease in the cost and/or time required, shall be incorporated into the Amendment and, prior to Versivo performing any work based on the Amendment, the Amendment must be signed by the designated Client representative responsible for the Client Work Order indicating his/her concurrence and the Amendment must be approved/signed by authorized representatives of both Parties.

4.3. Cancellation. Client may cancel any Client Work Order at its sole convenience upon thirty (30) days’ prior written notice to Versivo. In the event that Client cancels any Client Work Order under this Section 4.3, Client shall pay Versivo the costs of any mutually agreed upon Client Work Order-cited Services, performed by Versivo, up to the effective date of cancellation. Such payment by Client will be made to Versivo no later than thirty (30) days from the date that an undisputed Versivo invoice is received by Client with such date of receipt of invoice to be no sooner than the effective date of cancellation of the Client Work Order. No later than thirty (30) days following the effective cancellation date of a Client Work Order, Versivo shall provide Client any and all Work Products, including any cited deliverables, or any parts thereof, that Versivo developed or produced via the Client Work Order up to the effective date of cancellation. For purposes of clarification, “Client Work Order” as used in this Section 4.3, shall be construed to mean Client Work Order and any Amendment(s) to that Client Work Order.

5. Payment Terms and Conditions.

5.1 Pricing. The costs for Services shall be as agreed upon by Versivo and Client in the Client Work Order(s).

5.2 Invoicing. Versivo shall invoice Client for Services based upon the mutually agreed upon terms and conditions set forth in the relevant Client Work Order and any associated Client Work Order Amendment(s). Each invoice shall describe the Services rendered and the charges due. Client agrees to pay Versivo, within thirty (30) days of receipt of a Versivo invoice, all undisputed amounts in the invoice for Versivo Services rendered in accordance with the applicable Client Work Order and any associated Client Work Order Amendment(s). Any undisputed amount not paid within thirty (30) days of receipt of the invoice shall accrue interest at the rate of one and one-half percent (1 ½%) per month until paid in full. With respect to any disputed amount, Client shall provide Versivo with a written notice of such a dispute within twenty (20) days of Client’s receipt of the relevant invoice. The notice will cite the basis for the dispute, as well as supporting details sufficient to permit Versivo to cure the dispute. Versivo shall have thirty (30) days from receipt of the notice to cure the dispute or otherwise provide Client with sufficient information to demonstrate that there is no basis for the dispute. If the Parties cannot resolve the dispute by the end of the cure period, both Parties agree to engage in the dispute resolution in accordance with Section 13.2 of this MSA.



6. Term and Termination.

6.1 Term. This MSA shall be in effect until terminated by either Party pursuant to Section 6 hereof.

6.2 Termination for Convenience. Either Party may terminate this MSA upon thirty (30) days prior written notice thereof to the other Party.

6.3 Termination for Cause. In the event of a material breach of this MSA, the non-breaching Party may notify the other Party in writing of the material breach and the breaching Party will have 30 days to cure such material breach. If the breaching Party neither effects such a cure to the material breach within the aforementioned thirty (30) days nor initiates actions for resolution via arbitration in accordance with Section 13.2 of this MSA within the same aforementioned thirty (30) days period, the non-breaching Party may terminate this MSA immediately without further notice to the breaching Party.

6.4 Effect of Termination. No later than thirty (30) days following termination: (a) Client shall pay Versivo for all mutually agreed upon Client Work Order-cited Services performed, up to and including the effective date of termination; (b) Versivo shall provide Client any and all Work Products, including any cited deliverables and any parts thereof, that Versivo developed for Client as part of any and all Client Work Orders up to and including the date of termination; and (c) Versivo shall provide Client any software and documents, information and materials, including copies thereof, that Versivo received from Client during the term of any and all Client Work Orders up to and including the date of termination. The Parties expressly agree that Versivo's obligation to deliver the Work Product(s), including any cited deliverables, is contingent on Client's payment for such Work Products, including any deliverables, in accordance with the MSA and the Client Work Order(s). For purposes of clarification, "Client Work Order" as used in this Section 6.4, shall be construed to mean Client Work Order and any Amendment(s) to that Client Work Order.

7. Use of Confidential Information.

7.1 RESTRICTIONS. BOTH PARTIES ACKNOWLEDGE THAT THIS MSA CREATES A RELATIONSHIP OF CONFIDENCE AND TRUST BETWEEN VERSIVO AND CLIENT WITH RESPECT TO THE BUSINESS OF BOTH PARTIES, INCLUDING, BUT NOT LIMITED TO, BOTH PARTIES' CONFIDENTIAL INFORMATION. CONFIDENTIAL INFORMATION SHALL ONLY BE USED BY THE RECEIVING PARTY IN ITS PERFORMANCE UNDER THIS MSA AND SHALL NOT BE DISCLOSED BY THE RECEIVING PARTY TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE DISCLOSING PARTY. THE RECEIVING PARTY MAY DISCLOSE THE CONFIDENTIAL INFORMATION TO ITS EMPLOYEES AND INDEPENDENT CONTRACTORS WHO HAVE A NEED TO KNOW AND WHO HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF THE CONFIDENTIAL INFORMATION AS REQUIRED HEREIN. EITHER PARTY SHALL ONLY USE THE OTHER PARTY'S CONFIDENTIAL INFORMATION TO ORDER, DELIVER, INSTALL, EVALUATE, USE, SUPPORT AND/OR MAINTAIN THE SERVICES AND WORK PRODUCT FURNISHED HEREUNDER. THE RECEIVING PARTY: (A) SHALL NOT REPRODUCE OR COPY THE CONFIDENTIAL INFORMATION IN WHOLE OR IN PART, EXCEPT AS AUTHORIZED IN THIS MSA OR WHEN REQUESTED BY THE DISCLOSING PARTY; (B) SHALL, AT THE DISCLOSING PARTY'S WRITTEN INSTRUCTION, DESTROY OR RETURN THE CONFIDENTIAL INFORMATION UPON THE TERMINATION OF THIS MSA OR WHEN REQUESTED TO DO SO; AND (C) SHALL PROVIDE THE CONFIDENTIAL INFORMATION PURSUANT TO A REQUIREMENT OF A DULY EMPOWERED GOVERNMENTAL AGENCY OR COURT OF COMPETENT JURISDICTION AND, IF POSSIBLE PRIOR TO PROVIDING SUCH CONFIDENTIAL INFORMATION, PROVIDE THE DISCLOSING



PARTY WITH COMMERCIALY REASONABLE NOTICE AND OPPORTUNITY TO INTERVENE, UNLESS LEGALLY PROHIBITED.

7.2 Level of Protection. The receiving Party will safeguard the Confidential Information with at least the same degree of diligence one employs with respect to their own proprietary and/or Confidential Information and in no event shall the receiving Party employ protection which is less than reasonable under all the circumstances.

7.3 Survival. The provisions of this section shall survive the termination of this MSA.

7.4 Injunctive Relief. The Parties recognize specifically that the obligations of confidentiality contained herein are reasonable and necessary for the protection of Confidential Information and to prevent damages to the disclosing Party. The Parties further recognize and agree that any breach or threatened breach of duties with respect to Confidential Information by either Party or such Party's authorized agent might cause the other Party irreparable injury for which there is no adequate remedy at law. Thus, it is agreed by both Parties that the non-breaching Party shall be entitled, in addition to any other remedies that are available, to seek injunctive relief in the case of any breach or threatened breach of the duties with respect to Confidential Information as set forth herein.

8. Intellectual Property.

8.1 Title for Client. Except as expressly provided elsewhere in this Agreement, any and all Work Products, including any cited deliverables, or portions thereof, that Versivo developed or produced at the direction of Client and in accordance with specifications provided by Client, pursuant to this MSA shall be the sole property of Client provided that Client paid Versivo for the Versivo performance of the Services under the Client Work Order that produced the Work Products, cited deliverables, or portions thereof. Thereafter, Client shall own all right, title and interest in the Work Products subject to a perpetual, royalty-free, transferable, worldwide license hereby granted by Client to Versivo to copy, create derivative works, distribute, reproduce and otherwise use such Work Products in any manner is Versivo's sole discretion. Notwithstanding any other provision of this MSA, to the extent that a Work Product incorporates or is based upon Versivo Intellectual Property or any third party Intellectual Property, such Versivo Intellectual Property or third party Intellectual Property remains the sole property of Versivo or such third party and the Client shall receive only a limited, non-assignable license to copy, distribute, reproduce and otherwise use the Versivo Intellectual Property or third party Intellectual Property subject to the express terms and conditions set forth in the separate EULA governing such Intellectual Property.

8.2 Title for Versivo. All rights, title, and interest in and to the Consulting Methodology and the Versivo Intellectual Property remain the property of Versivo. Versivo retains full ownership of the Consulting Methodology and Versivo Intellectual Property and is free to use the Consulting Methodology and Versivo Intellectual Property, specifically including all derivative works in such property created under this MSA in future projects without limitation, royalty or termination right possessed by Client.

8.3 Trademarks, Service Marks and Trade Names. Each Party retains all right, title and interest in its respective trademarks, service marks and trade names and except as provided hereinafter, this Agreement does not constitute a license by either Party to use the trademarks, service marks and/or trade names of other Party. As an express exception to the foregoing sentence, Client grants Versivo a royalty-free, perpetual, world-wide right and license to use the Client's trademarks, service marks and trade names in Versivo's promotional activities when identifying the Client as a Versivo customer. Versivo shall, in exercising this right and license, follow the reasonable requirements imposed by Client



on the use of the Client's trademarks, service marks and trade name consistent with the uniform usage of such marks and names by Client in its own promotional activities.

9. Limitations and Warranties.

9.1 Disclaimer. Versivo warrants to Client that the Services will be performed by knowledgeable and experienced personnel and will be of good and workmanlike quality and will be performed in accordance with the specifications agreed upon by the Parties. Except as stated above, Versivo does not make any warranty, express or implied, with respect to the Services and Versivo SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. THE SERVICES AND ANY WORK PRODUCTS OR DELIVERABLES RELATED THERETO ARE PROVIDED AS IS. THE PARTIES AGREE THAT THIS AGREEMENT IS NOT SUBJECT TO THE VIRGINIA UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, §59.1-501.1, ET. SEQ., AND HEREBY WAIVE ANY APPLICATION OF SUCH LAW TO THIS AGREEMENT TO THE FULL EXTENT PERMISSIBLE.

9.2 Consequential Damages. In no event shall either Party be liable to the other Party for any consequential, incidental, special, punitive or indirect damages related to or arising from the formation, performance or breach of this Agreement under any theory of liability and regardless of whether either Party has been advised of the foreseeability or possibility of such damages.

9.3 Limitation of Liability. Versivo's total liability under this MSA, regardless of the theory of liability or form of action, shall not exceed the total amount paid or owed to Versivo for Services performed under the specific Client Work Order upon which such liability is premised. However, this liability limitation does not apply in the event of a Confidential Information-related material breach by Versivo.

9.4 Force Majeure. Neither Party shall be liable to the other Party for any failure of or delay in performance of its obligations under this Agreement, except for the payment of money due hereunder, to the extent that such failure or delay is due to circumstances beyond their reasonable control, including, without limitation, acts of God, acts of a public enemy, terrorism, fires, floods, onsite or regional power outages, wars, civil disturbances, sabotage, accidents, insurrections, blockades, ice and/or snow storms, explosions, labor demonstrations, acts of any governmental body, failure or delay of third parties or governmental bodies from whom either Party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits (collectively referred to herein as "Force Majeure"). In the event that either Party claims Force Majeure to excuse performance of its obligations under this Agreement, the Party shall notify the other Party promptly after such occurrence and shall provide weekly written updates on the status of such Force Majeure during the continuation of such event while using reasonable efforts to overcome the impact of the Force Majeure event and resume performance.

10. Non-Solicitation.

10.1 Non-Solicitation. Each Party agrees that during the Non-Solicitation Term, defined herein, that it shall not directly or indirectly solicit or hire any employee, consultant, independent contractor, agent or other representative of the other Party ("Employee") to work or provide any services in direct competition with such other Party.



10.2 Non-Solicitation Term. “Non-Solicitation Term” shall mean the shorter of (a) the term of this MSA plus a period of twelve (12) months after the termination of this MSA, or (b) a period of six (6) months after the relevant Employee last worked for the non-soliciting Party.

10.3 Cure. In the event that either Party breaches Section 10.1 of this MSA, the other Party shall be entitled to recover a stipulated fee from the other Party equivalent to fifty percent (50%) of the relevant Employee’s first year’s total compensation promised by the other Party. A cure letter shall be sent to the other Party if this option is invoked. Exercise of this option documented by such cure letter shall not be construed to be a material breach of this Agreement.

11. Relationship of the Parties.

11.1 Independent Contractor. Versivo’s relationship to Client shall be that of an independent contractor. Nothing in this MSA shall be construed to constitute Versivo, or any of its employees, as agents, employees, partners or joint venturers of Client. Any correspondence or other references to “partners” or other similar terms will not be deemed to alter, amend or change the relationship between the Parties hereto.

11.2 Employees; Restrictions of Access. Client is solely responsible for its employees and for any third parties and subcontractors that Client directly manages and Versivo is solely responsible for its employees that it directly manages. Client shall not have the right, nor shall it attempt to exercise the right, to establish the rate of pay, benefits, hours of work, or other terms and conditions of employment of the employees of Versivo. Client reserves the right to restrict movements and access rights of any and all Versivo employees, subcontractors, and agents within the Client’s facilities. Versivo shall be obligated to employ and/or provide the qualified staff necessary to perform Services requested in Client Work Orders. Versivo shall instruct all of its employees, subcontractors, and agents to behave in accordance with Client’s rules and regulations.

12. Waiver.

The failure of either Party to insist upon performance of any provision of this MSA, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of such right, remedy or option.

13. Governing Law; Disputes.

13.1 Governing Law. Commonwealth of Virginia laws, without reference to its conflict of laws provision, will govern the interpretation and enforcement of this MSA and Client Work Orders, and amendments thereof with such legal action to be brought exclusively in either the United States District Court for the Eastern District of Virginia, Alexandria Division, or the state courts located in Fairfax County, provided only that such court has proper subject matter jurisdiction.

13.2 Meet and Confer; Option of Arbitration. In the event of a claim, controversy or dispute arising out of or related to this MSA, Client Work Order, and/or Amendment, each Party agrees to give the other prompt notice of such, and both agree to meet and confer promptly to engage in good faith discussions to try to resolve the matter. If that fails to resolve the matter promptly, then such claim, controversy or dispute may be settled by arbitration before a sole arbitrator, who is an attorney, under the then current Commercial Arbitration Rules of the American Arbitration Association if the parties so agree at that time. The option to agree to arbitrate will extend to any employee, officer, director, shareholder, agent, or affiliate of the Parties to the extent such right or duty arises through a Party or is related to this MSA, Client Work Order, and/or Amendment. The decision and award of the arbitrator in such an



agreed-upon arbitration will be final and binding, and the award rendered may be entered in any court having jurisdiction thereof. The arbitrator is directed to hear and decide dispositive motions in advance of the hearing-on-the-merits by applying the applicable law to uncontested facts and documents. The arbitration will be held in Fairfax County, Virginia. The arbitrator will enforce the terms of the MSA, Client Work Order, and/or Amendment and will have no authority to award punitive damages, non-compensatory damages or any damages other than direct damages, nor award direct damages in excess of the limitations and exclusions set forth in this MSA.

13.3 Statute of Limitations. Each Party hereby waives its right to bring any claim against the other Party arising in any way from or relating in any way to this MSA more than one (1) year after the underlying cause of action first arises.

13.4 Jurisdiction; Venue. The Parties hereby waive any challenge to the exercise of personal jurisdiction by the courts identified in Section 13.1, above, as well as defenses and motions based upon improper venue, inconvenience of forum or similar challenge to venue in any action or suit brought relating to or arising from this MSA.

13.5 Caveat. The Parties agree that the United Nations Convention of Contracts for the International Sale of Goods shall not apply to this Agreement.

14. Notices.

All notices or communications required by this Agreement or desired to be given hereunder, shall be in writing and given by electronic mail, certified or registered mail, return receipt requested or courier and shall be deemed to be given when received. Notices shall be addressed to the individual identified below and at the addresses first specified above. Either Party may change its point of contact by written notice to the other.

Versivo:

Brett Thompson
 950 North Glebe Road
 Suite 210
 Arlington, VA 22203
 Phone: (703) 963-3694
 Fax: (703) 229-0575
 E-mail: brett.thompson@versivo.com

Client:

[Redacted]
 [Redacted]
 [Redacted]
 [Redacted]
 Phone: [Redacted]
 Fax: [Redacted]
 E-mail: [Redacted]

15. Authority.

15.1 The Parties represent on their own behalf: (a) they have full power and authority to enter into and perform this MSA; (b) there is no contract, agreement, promise or undertaking that would prevent the full execution and performance of this MSA; and (c) the persons executing this MSA are duly authorized to do so and have the authority to bind their respective principals.

16. Construction.

16.1 If any part of this MSA or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent deemed so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. All



headings contained in this MSA are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this MSA or any provisions hereof and should not be considered in interpreting this MSA. In this MSA, the use of any gender shall be deemed to include the other gender, and the use of the singular shall include the plural, wherever it appears appropriate from the context. This MSA shall not be construed against either Party as the drafter as both Parties contributed to the drafting of this MSA.

17. Entirety.

17.1 This MSA, including any Client Work Orders and Client Work Order Amendments, constitutes the entire agreement between the Parties with respect to Versivo Services provided to Client; and this MSA takes precedence over and supersedes any and all additional and conflicting prior oral or written communications and any other promises or representations that have been made between the Parties up until now. This MSA may be modified or amended only in writing signed by both Parties.

18. Counterparts.

18.1 This MSA, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each Party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement.

19. Assignability.

19.1 This MSA and the rights, duties and obligations of the Parties hereunder shall be deemed to be personal to Versivo and Client, and as such, may not be assigned by either Party without the prior written consent of the other Party which consent shall not be unreasonably withheld.

20. Survivability.

20.1 Sections 1, 2, 5, 6, 7, 8, 9, 10, 13 and 14 shall survive the termination of this MSA.

IN WITNESS WHEREOF, the Parties, having read and understood the foregoing, and having had the opportunity to consult with legal counsel, have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

Versivo, Inc.

CLIENT:

By: _____

By: _____

Name: Brett Thompson

Name: Dale Manuel

Title: President

Title: President of County Commission

Date: _____

Date: _____



EXHIBIT A

Versivo, Inc. Client Work Order **SOW-NUMBER**

This Client Work Order, effective as of **EFFECTIVE-SOW-DATE**, is made pursuant to the Master Services Agreement dated **EFFECTIVE-MSA-DATE** ("MSA") by and between Versivo, Inc. ("Versivo") and Jefferson County Commission ("Client").

1. Term
2. Schedule
3. Scope and Description of Services/Work
4. Project Organization
5. Work Products / Deliverables
6. Acceptance Procedures
7. Issue Resolution
8. Project Change Control Procedures
9. Assumptions
10. Total Costs
11. Invoicing and Payment Schedule
12. Designated Project Management Representatives responsible for this Client Work Order:

Versivo:

Brett Thompson
 950 North Glebe Road
 Suite 210
 Arlington, VA 22203
 Phone: (703) 963-3694
 Fax: (703) 229-0575
 E-mail: brett.thompson@versivo.com

Client:

 Phone: _____
 Fax: _____
 E-mail: _____

NOTE: Any changes to this Client Work Order, including, but not limited to, any increase in scope, costs, or Versivo resource hours, shall require a Client Work Order Amendment (Exhibit B).

13. Designated Project Management Representatives responsible for this Client Work Order:

The undersigned designated Client Project Management representative has reviewed and concurs with all aspects of this Client Work Order and is the Client representative authorized to approve Versivo's expenditure and use of any of this Client Work Order's allotted Versivo resource hours in the performance of this Client Work Order.

Concurrence By:

Client Project Management Representative

Signature: _____

Name: _____

Title: _____

Date: _____



Accepted By:
Versivo, Inc.

Signature: _____

Name: Brett Thompson

Title: President

Date: _____



EXHIBIT B

Versivo, Inc. Client Work Order Amendment **SOW-AMMEND-NUMBER**

This is to amend Client Work Order **SOW-NUMBER**, effective **SOW-AMMEND-DATE**, pursuant to the Master Services Agreement dated **EFFECTIVE-MSA-DATE** (“MSA”) by and between Versivo, Inc. (“Versivo”) and Jefferson County Commission (“Client”).

1. **Change Description** (A detailed description of the change, the area(s) of the project/initiative being modified and the benefits of making the change)
2. **Client Word Order Amendment Execution**

The undersigned designated Client Project Management representative has reviewed and concurs with all aspects of this Client Work Order Amendment and is the Client representative authorized to approve Versivo’s expenditure and use of any additional Versivo resource hours provided by this Client Work Order Amendment.

Concurrence By:

Client Project Management Representative

Signature: _____

Name: _____

Title: _____

Date: _____

Accepted By:
Versivo, Inc.

Signature: _____

Name: Brett Thompson

Title: President

Date: _____

**OnBase® Information Management System
SOFTWARE MAINTENANCE AGREEMENT**

This Software Maintenance Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between Versivo, Inc., a Virginia Corporation with its principal offices at 950 N. Glebe Rd, Suite 210, Arlington, VA, 22203 (“Service Provider”), and the company, person or entity executing this Agreement as the “Licensee” in the space provided below (“Licensee”):

RECITAL:

WHEREAS, Service Provider is an authorized solution provider of Hyland Software, Inc. and has marketed and resold to Licensee certain OnBase® Information Management System software modules of Hyland Software, Inc.;

WHEREAS, Licensee has licensed the specified software from Hyland Software, Inc. pursuant to the terms of an OnBase® End User License Agreement (as the same may be amended or modified from time to time, the “EULA”); and

WHEREAS, Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for the specified software and the delivery of generally released upgrades and enhancements with respect to such software from Hyland Software, Inc.;

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Documentation. “Documentation” means for the “Help Files” included in the Software and that relate to the functional, operational or performance characteristics of the Software.

(b) Error. “Error” means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation published by Hyland Software, Inc.

(c) EULA. “EULA” is defined in the recitals to this Agreement.

(d) Maintenance and Support Services. “Maintenance and Support Services” means all professional services provided under this Agreement by Service Provider.

(e) Software. “Software” means (1) the current released version of the computer software licensed by Licensee from Hyland Software, Inc. from time to time under the EULA (the initial list of which is included on Exhibit A attached hereto), and (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

(f) Upgrades and Enhancements. “Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland Software, Inc. commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software or new functionality.

2. **MAINTENANCE AND SUPPORT SERVICES.**

(a) Generally. Service Provider shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software reported in accordance with Service Provider’s current policies for the reporting of Errors, and which are confirmed by Hyland Software, Inc., in the exercise of its commercially reasonable judgment; (2) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually agreed upon by Service Provider and Licensee) in any configurations of the Workflow or WorkView modules of the Software that are created by Service Provider or any integrations of the Software with other applications, software or hardware that are configured or created by Service Provider, which are confirmed by Service Provider, in the exercise of its commercially reasonable judgment; and (3) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the

foregoing. Licensee's report must include updated information on its installed version of the Software and information reasonably necessary to describe the circumstances under which the reported Error is manifest. Service Provider shall undertake to report to Hyland Software, Inc. for confirmation any reported Errors promptly after receipt of proper notice from Licensee. Service Provider shall undertake to confirm any reported defect(s) described in clause (2) above promptly after receipt of proper notice from Licensee in accordance with Service Provider's current defect reporting procedures. Service Provider shall perform services in an effort to correct confirmed Errors in the Software or defects in configurations or integrations created by Service Provider promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of ___ a.m. to ___ p.m., Time, Monday through Friday, excluding holidays, or as otherwise provided by Service Provider to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, by on-line connectivity, telephonically or both. Licensee acknowledges and agrees that Service Provider and Hyland Software, Inc. require on-line access to the Software installed on Licensee's systems in order for Service Provider to provide Maintenance and Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, appropriate communications software as specified by Service Provider; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate connection with Service Provider and Hyland Software, Inc. to facilitate Service Provider's on-line Maintenance and Support Services.

(b) On-Site Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with Section 5(a)(4), Service Provider may provide on-site Maintenance and Support Services at Licensee's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment.

(c) Exclusions. Service Provider is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (a) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including any configuration of the Workflow or WorkView modules of the Software that was not undertaken by Service Provider or Hyland Software, Inc. or authorized in writing in advance by Hyland Software, Inc.; (b) in connection with any Error if Service Provider (directly or through Hyland Software, Inc.) has previously provided corrections for such Error, which correction Licensee chooses not to implement; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Hyland Software, Inc.), hardware or any system or networking utilized by Licensee; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Service Provider or Hyland Software, Inc. has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Software.

3. UPGRADES AND ENHANCEMENTS. Service Provider will provide to Licensee, in accordance with Hyland Software, Inc.'s then current policies, all Upgrades and Enhancements to the Software released by Hyland Software, Inc. during the term of this Agreement. Licensee acknowledges and agrees that Hyland Software, Inc. has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland Software, Inc.'s policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland Software, Inc. and the sole and exclusive property of Hyland Software, Inc., and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland Software, Inc.

4. LICENSEE'S RESPONSIBILITIES.

(a) Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for data loss regardless of the reasons for said loss. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third party software or systems.

(b) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Service Provider, all Error corrections and Upgrades and Enhancements. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the

Software as provided in this Section 4(b) shall relieve Service Provider of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

(c) Notice of Errors; Documentation of Errors. Licensee shall provide prompt notice of any Errors in the Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Service Provider's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Service Provider of any alleged Error. If requested by Service Provider, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Service Provider in the detection and correction of said Errors.

(d) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as Service Provider deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. In addition, Licensee acknowledges and agrees that Hyland Software, Inc. may be retained by Service Provider to provide Error corrections or other Maintenance and Support Services directly to Licensee and, accordingly, Licensee shall provide such same access directly to Hyland Software, Inc. Such right of access and use shall be provided at no cost or charge to Service Provider or Hyland Software, Inc.

5. FEES, PAYMENTS, CURRENCY AND TAXES.

(a) Annual Maintenance Fees. Licensee shall pay to Service Provider annual maintenance fees in the amounts invoiced by Service Provider.

(1) Initial Software. The table on Exhibit A attached hereto sets forth the aggregate invoice amounts for initial annual maintenance fees for each Software module initially licensed, and for all Software modules initially licensed in the aggregate. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual maintenance fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA.

(2) Additional Software. Service Provider shall invoice Licensee for annual maintenance fees for all Software modules that Licensee additionally licenses under the EULA promptly upon acceptance of Licensee's purchase order for the purchase of Maintenance and Support Services for such Software.

(3) Renewal Periods. Service Provider shall invoice Licensee for annual maintenance fees for renewal terms at least forty-five (45) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be pro rated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences only if such period commences prior to the 15th day of such month).

(4) Time and Materials Charges. Notwithstanding anything to the contrary, if Licensee requests (1) Maintenance and Support Services that Service Provider is not obligated to provide because of the provisions of Section 2(c), and Service Provider agrees to provide such requested Services notwithstanding the provisions of Section 2(c), (2) on-site Maintenance and Support Services in accordance with Section 2(b), or (3) any other services in the nature of Maintenance and Support Services that Service Provider is not obligated to provide, or is not obligated to provide in the manner requested, and Service Provider agrees to provide the requested Maintenance and Support Services, then in any such case Licensee agrees that such Maintenance and Support Services shall not be covered by the annual maintenance fees under Section 5(a) and Licensee agrees to pay for such Maintenance and Support Services at Service Provider's standard time and materials charges payable by end users who have not purchased a continuing Software Maintenance Agreement from Service Provider. Service Provider shall invoice Licensee for all time and materials charges hereunder.

(b) Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by Service Provider in connection with the performance of this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Service Provider, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including but not limited to travel, meals and lodging expenses for on-site Maintenance and Support Services. Service Provider shall invoice Licensee for all incidental costs and expenses hereunder.

(c) Payments; Remedies.

(1) Annual Maintenance Fees. Licensee shall pay all invoices for annual maintenance fees in full on or before the last day of the then-current term of this Agreement.

(2) Other Payments. Licensee shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.

(3) Remedies. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Service Provider shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee under this Agreement, shall have been cured.

(4) U.S. Dollars. All payments by Licensee to Service Provider shall be made in U.S. dollars.

(d) Taxes and Governmental Charges. In addition to any and all other payments required to be made by Licensee hereunder, Licensee shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Service Provider), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise taxes and customs duties or charges. Licensee agrees to make any and all required tax payments directly to the appropriate taxing authority.

6. LIMITED WARRANTY.

(a) Limited Warranty of Services. Service Provider warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Service Provider's sole obligation, and Licensee's sole remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 8(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

7. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL SERVICE PROVIDER'S OR ITS SUPPLIERS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL SERVICE PROVIDER OR HYLAND SOFTWARE, INC. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SERVICE PROVIDER OR HYLAND SOFTWARE, INC. HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

8. **TERM, RENEWAL AND TERMINATION.**

(a) Term. Subject to the early termination provisions of Section 8(b), the initial term of this Agreement (the "Initial Term") shall commence on the day that Service Provider issues to Licensee license codes for the Software modules licensed by Licensee under the EULA and shall expire on the first annual anniversary of such date; and, except as otherwise provided in Section 8(c)(3) below, the term of this Agreement shall be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually on a calendar year by calendar year basis.

(b) Early Termination.

(1) Automatic. This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.

(2) By Service Provider For Cause. Service Provider shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Service Provider shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

(3) By Licensee.

(A) For Convenience. Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to Service Provider.

(B) For Cause. Licensee shall be entitled to give written notice to Service Provider of any breach by Service Provider or other failure by Service Provider to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Service Provider to cure the breach or non-compliance. If Service Provider has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Service Provider of the "unused portion of the annual maintenance fees" for the then-current term of this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance fees paid by Licensee under Section 5(a) with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual maintenance fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.

(C) Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider on or prior to the date payment is due under Section 5(c)(1) of Service Provider's invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.

(4) By Either Party in Accordance with Section 9. Either party may terminate this Agreement in accordance with the procedures set forth in Section 9.

(c) Effect of Termination.

(1) Payments. Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Service Provider for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all incidental costs and expenses incurred by Service Provider at any time on or prior to the effective date of termination. All such payments shall be made in accordance with Section 5, which shall survive any such termination for these purposes.

(2) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section 5(d), Section 6(c), Section 7, Section 8, Section 10 and Section 11. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.

(3) Reinstatement of Agreement. In the event of the termination of this Agreement by Licensee under Section 8(b)(4)(C) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 8(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Service Provider, together with payment in full of: (A) annual maintenance fees, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for all periods (as determined under Section 8(a) as if the Agreement had not been terminated under Section 8(b)(4)(C)) that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fee, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 8(c)(3) shall be effective as of the first business day after Service Provider has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period from the first day after the end of such first renewal term through December 31 of the calendar year in which such first renewal term ends; and (ii) thereafter, annually on a calendar year by calendar year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 8(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

9. **FORCE MAJEURE**. No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 9 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 9 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

10. **NOTICES**. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return

receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

11. GENERAL PROVISIONS.

(a) Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of _____, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in _____ County, _____.

(b) Interpretation. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

(c) Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

(d) Integration. This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

(e) Binding Agreement and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Service Provider may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Service Provider. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 11(e) shall be null and void and of no force or effect.

(f) Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.

(h) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(i) Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Service Provider's protection

and, accordingly, Service Provider shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

Jefferson County Commission
Licensee

Versivo, Inc.
Service Provider

Business Address: 124 E. Washington Street
Charles Town, WV 25414

By: _____

By: _____

Print Name: Dale Manuel

Print Name: Brett Thompson

Title: President of County Commission

Title: President

Date: _____

Date: _____

Exhibit A

Modules	Unit Price for Advantage Support	Quantity	Advantage Support Total
Local Government Bundle*	\$13,270.50	1	\$4,423.50
<i>Includes Multi-User Server, Unity Client Server, EDM Services, Application Enabler (Single Application), Desktop Document Imaging (>30 ppm), CD Authoring</i>			
Local Government Web Server*	\$3,600.00	1	\$1,200.00
Local Government Concurrent Clients*	\$585.00	8	\$1,560.00
Local Government Named User Clients*	\$360.00	6	\$720.00
Local Government Workflow Concurrent *	\$900.00	5	\$1,500.00
Local Government Workflow Named *	\$630.00	0	\$0.00
Local Government Distributed Disk Services *	\$1,800.00	1	\$600.00
Local Government Office Business Applications for 2013 (named)*	\$36.00	6	\$72.00
Office Business Application for 2013 (concurrent)	\$90.00	8	\$240.00
Integration for Microsoft Outlook 2013	\$4,500.00	1	\$1,500.00
Production Document Imaging (Kofax or TWAIN)	\$4,500.00	1	\$1,500.00
Full-Text Indexing Server for Autonomy IDOL	\$9,000.00	1	\$3,000.00
Full-Text Indexing Concurrent Client for Autonomy IDOL	\$270.00	8	\$720.00
Full-Text Indexing Named User Client for Autonomy IDOL	\$135.00	6	\$270.00
Batch OCR	\$1,350.00	1	\$450.00
Ad-hoc Document OCR	\$450.00	1	\$150.00
Unity Briefcase	\$360.00	1	\$120.00
Document Import Processor	\$4,500.00	1	\$1,500.00
Public Sector Constituency Web Access	\$0.01	54,000	\$162.00
E-Form / Unity Forms	\$0.00	1	\$0.00
Configuration Migration Utility	\$0.00	1	\$0.00
Status View	\$0.00	1	\$0.00
<i>Kofax Virtual Rescan (VRS)</i>	<i>\$1,450.00</i>	<i>1</i>	<i>N/A</i>
<i>Versiform</i>	<i>Included with Advantage Support</i>	<i>1</i>	<i>N/A</i>
<i>VersiTrack</i>	<i>Included with Advantage Support</i>	<i>1</i>	<i>N/A</i>
Advantage Support Total Before Discounts			\$19,687.50
Advantage Support Discounts			
<i>Document Import Processor (100% for 1 Server License)</i>			<i>(\$1,500.00)</i>
<i>Unity Briefcase (100% for 1 User License)</i>			<i>(\$120.00)</i>

Modules	Unit Price for Advantage Support	Quantity	Advantage Support Total
<i>Advantage Support Discounts Total</i>			<i>(\$1,700.00)</i>
<i>Advantage Support Total After Discounts</i>			<i>\$17,987.50</i>



WORK ORDER

Versivo, Inc. Client Work Order 2013-01

This Client Work Order, effective as of **EFFECTIVE-SOW-DATE**, is made pursuant to the Master Services Agreement dated **EFFECTIVE-MSA-DATE** ("MSA") by and between Versivo, Inc. ("Versivo") and Jefferson County Commission ("Client").

1. Term

November 22, 2013 through **July 10, 2014** unless earlier terminated.

2. Schedule

The high-level timeframe for this project is as follows:

- Week 1-5 (Phase 1):
 - Install the OnBase Test environment
 - Install VersiTrack
 - Provision Versiform in the Microsoft Azure Cloud
 - Implement the first departmental solution
 - Conduct testing and training
 - Install and configure OnBase production environment
 - Migrate first departmental solution from test to production
 - Provide go live support for the first department

- Week 4-13 (Phase 2):
 - Implement departmental solutions for four additional departments
 - Conduct testing and training
 - Migrate each additional department solution from test to production
 - Provide go live support for each additional department

- Week 14 (Phase 3):
 - Conduct Solution Review
 - Conduct Final System Administrator Training
 - Transition all support activities to Client System Administrator and Versivo Support Team

3. Scope and Description of Services / Work

Versivo shall perform services for the Client on a Fixed Price basis, providing a solution for content management, document scanning and import, advanced search capability, and workflow using OnBase, VersiTrack, and Versiform. The implementation under this Work Order will include departmental solutions for County Administration, GIS/Addressing, Engineering, Planning & Zoning, and the Health Department.



OnBase Modules

Versivo will install and configure all OnBase modules licensed for use by the Client. The following OnBase modules will be licensed as part of this Work Order:

Primary Modules	Quantity
Local Government Bundle*	1
<i>Includes Multi-User Server, Unity Client Server, EDM Services, Application Enabler (Single Application), Desktop Document Imaging (>30 ppm), CD Authoring</i>	N/A
Local Government Web Server*	1
Local Government Concurrent Clients*	8
Local Government Named User Clients*	6
Local Government Workflow Concurrent *	5
Local Government Workflow Named *	0
Local Government Distributed Disk Services *	1
Local Government Office Business Applications for 2013 (named)*	6
Office Business Application for 2013 (concurrent)	8
Integration for Microsoft Outlook 2013	1
Production Document Imaging (Kofax or TWAIN)	1
Full-Text Indexing Server for Autonomy IDOL	1
Full-Text Indexing Concurrent Client for Autonomy IDOL	8
Full-Text Indexing Named User Client for Autonomy IDOL	6
Batch OCR	1
Ad-hoc Document OCR	1
Unity Briefcase	1
Document Import Processor	1
Public Sector Constituency Web Access	54,000
E-Form / Unity Forms	1
Configuration Migration Utility	1
Status View	1

Note: The OnBase Software is licensed subject to an End User License Agreement which is provided with the Software in the Login Screen, a copy of which is available upon request.

Versivo Products

Versivo will install or provision all Versivo Products licensed for use by the Client. The following Versivo Products will be licensed as part of this Work Order:

Primary Modules	Quantity	Install Type
Versiform (Includes 1 Versiform Designer License)	1	Azure Cloud
VersiTrack (Enterprise)	1	Premise – JCC

Other Products

Versivo will install and configure all non-OnBase third-party products licensed for use by the Client. The following non-OnBase third-party products will be licensed as part of this Work Order:



Primary Modules	Quantity
Kofax Virtual Rescan	1

Departmental Solutions

The following solution components will be included with all departmental solutions:

- Import of records that are scanned as part of the Client's separate backfile scanning initiative.
- Import electronic documents and e-mails using the Microsoft Office or Outlook Integration, or by accessing OnBase directly in the Unity Client or Web Client.
- Make documents available to the public using the OnBase Public Access Viewer.
- Document retrieval using the OnBase Unity Client and/or Web Client.
- OCR and Full-Text Search capability

The following departmental solutions will be included in this implementation:

Department	Solution
County Administration	<ul style="list-style-type: none"> • Receive Agenda Request forms from internal and external submitters using Versiform. • Implement OnBase Workflow for Agenda Management. • Create an Electronic Employee File Cabinet in OnBase. • Use Existing Ricoh MPC5502 for scanning.
GIS/Addressing	<ul style="list-style-type: none"> • Integrate ArcGIS and OnBase by embedding links to documents using out-of-the-box components of the OnBase web server (DocPop and FolderPop). • Manage the validation and approval of addresses using Versiform. • Use existing Ricoh MPC3001 to scan documents up to 11" x 17" in size. • Use existing OCE 400 to scan large format drawings and other large documents.
Engineering	<ul style="list-style-type: none"> • Manage permit and impact fee records using VersiTrack and/or Versiform (replacing Sage ACT Pro) or by integrating Sage ACT Pro with OnBase using Application Enabler. • Collect permit applications electronically using Versiform. • Use existing Ricoh MPC3001 to scan documents up to 11" x 17" in size. • Use existing OCE 400 to scan large format plans, drawings, etc.
Planning & Zoning	<ul style="list-style-type: none"> • Implement VersiTrack to track customers, plans and documents throughout the review process. The following workflow processes will be included as part of this implementation: <ul style="list-style-type: none"> ○ Conventional Subdivision ○ Minor Subdivision ○ Site Plan ○ Limited Site Plan ○ Building Permit ○ Re-Zoning



Department	Solution
	<ul style="list-style-type: none"> o Conditional Use Permit o Variances o Zoning Certificate o Special Exception o Minor Plat Changes o Administrative Appeal o Violations o Deeds o Property Safety o Bonding • Manage the Plan Review Checklist using Versiform. • Scan documents that have completed the review process into OnBase and automatically index using data from the barcode and VersiTrack. <ul style="list-style-type: none"> o Use existing Xerox Color Cube 9201 to scan documents up to 11" x 17" in size (Correspondence, Photos, etc.) o Use existing OCE 400 to scan large format plans, drawing, etc. • Utilize the OnBase Unity Briefcase to checkout documents, access and modify them when disconnected from the network, and check them back in when connected (single user).
Health Department	<ul style="list-style-type: none"> • Collect up to three (3) Health Department form types using Versiform. • Use new scanner (to be purchased separately by Client) to scan paper forms to OnBase.

Out of Scope

The Work Order highlights the functionality and resources necessary to implement the System. The following outlines those deliverables and tasks, by way of illustration, that are not included in the Work Order:

- Custom development
- Any undocumented requirements
- Departmental solutions other than the five (5) departments included in the Work Order (County Administration, GIS/Addressing, Engineering, Planning & Zoning, and the Health Department)

No out of scope work shall be initiated until a work proposal, cost estimate, and schedule are submitted to the Client for review, revision and approval, and a written Amendment to the Contract is executed by both parties.

Project Approach

The work covered in this Work Order will leverage a phased implementation approach. The milestones within each phase will be accepted according to the payment schedule. The following three phases, including milestones and general activities, will be used during the implementation.

Phase	Milestone	Activities
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Phase	Milestone	Activities
Phase 1: Planning and Project Startup	Installation	<ul style="list-style-type: none"> • Project startup • Build the OnBase Test System and install enterprise-wide components, including the OnBase Database, Application Server, Web Server, and any of the optional enterprise-wide server-side features required by the Client, including the OnBase Public Access Viewer, Production Document Imaging with Kofax Virtual Rescan, Batch OCR, and Full-Text Indexing Server for Autonomy IDOL.
	Department 1	<ul style="list-style-type: none"> • Conduct one (1) to three (3) requirements gathering sessions • Create requirements documentation and submit for review • Configure all solution components in the test environment • Conduct end-to-end system testing and re-configure solution components as needed • Create System Administrator and End User documentation • Conduct System Administrator Training • Assist with User Acceptance Testing • Assist with End User Training
Phase 2: Configuration and Rollout	Department 2	<ul style="list-style-type: none"> • Conduct one (1) to three (3) requirements gathering sessions • Create requirements documentation and submit for review • Configure all solution components in the test environment • Conduct end-to-end system testing and re-configure solution components as needed • Create System Administrator and End User documentation • Conduct System Administrator Training • Assist with User Acceptance Testing • Assist with End User Training
	Department 3	<ul style="list-style-type: none"> • Conduct one (1) to three (3) requirements gathering sessions • Create requirements documentation and submit for review • Configure all solution components in the test environment • Conduct end-to-end system testing and re-configure solution components as needed • Create System Administrator and End User documentation • Conduct System Administrator Training • Assist with User Acceptance Testing • Assist with End User Training
	Department 4	<ul style="list-style-type: none"> • Conduct one (1) to three (3) requirements gathering sessions • Create requirements documentation and submit for review • Configure all solution components in the test environment • Conduct end-to-end system testing and re-configure solution components as needed • Create System Administrator and End User documentation



Phase	Milestone	Activities
		<ul style="list-style-type: none"> • Conduct System Administrator Training • Assist with User Acceptance Testing • Assist with End User Training
	Department 5	<ul style="list-style-type: none"> • Conduct one (1) to three (3) requirements gathering sessions • Create requirements documentation and submit for review • Configure all solution components in the test environment • Conduct end-to-end system testing and re-configure solution components as needed • Create System Administrator and End User documentation • Conduct System Administrator Training • Assist with User Acceptance Testing • Assist with End User Training
Phase 3: Support Transition		<ul style="list-style-type: none"> • Transition Support to Client System Administrator(s) • Provide additional System Administration training as needed • Conduct Solution Review <ul style="list-style-type: none"> ○ Review the overall technical architecture of the system ○ Confirm the status of database and disk group backups and the backup and disaster recovery strategy ○ Confirm SQL Server database settings conform to Hyland and Versivo recommendations ○ Execute a Disk Group Analysis to confirm disk group copies are in sync ○ Execute the OnBase Workflow Doctor to identify any potential workflow issues or errors ○ Review Global Client and other system-wide settings to confirm they adhere to Versivo's recommendations. ○ Identify any recurring or problematic Event Viewer messages on all OnBase servers ○ Review the current Application and Web Server configuration ○ Determine if any known software defects are causing system issues or have the potential to cause future system issues • Turnover Support to Versivo Help Desk

Versivo Support

After each departmental rollout, and upon completion of the implementation, support activities will be transitioned to Versivo Support. The Client has selected **Versivo's Advantage Support Program**, which includes the following components:



- **Upgrades and Enhancements:** Versivo will provide the software for all OnBase upgrades and enhancements of the Client's licensed OnBase modules during the term of the OnBase Software Maintenance Agreement. For each upgrade, Versivo will provide a quote for professional services based on the requirements deemed necessary by Versivo for the upgrade to be completed successfully.
- **Error corrections and Fixes:** Versivo will work with the Client to understand and resolve any issues related to the Client's OnBase, VersiTrack, and Versiform Implementation. If the issue requires a change to the OnBase software, Versivo will work with Hyland Software to address any non-conformity. If the issue requires a change to VersiTrack or Versiform, a software change request will be reviewed by the Versivo Development team for approval. Versiform releases are planned and deployed by Versivo in the Microsoft Azure Cloud environment, with release notes posted on the Versivo website. OnBase and VersiTrack releases require installation and/or configuration in the Client's environment, and require a quote for professional services from Versivo unless otherwise agreed to by Versivo and the Client.
- **Help Desk Support:** Versivo will provide unlimited direct access to consultants via email (help@versivo.com) or the telephone help desk (866.222.2145) 24 hours a day; 7 days a week; 365 days per year.
- **OnBase Documentation:** Online Help documentation is available to all end users. In addition to online Help, Versivo will provide the Client access to the [Hyland Community](#) website which serves as a customer portal for users of the OnBase software.
- **Dedicated Account Manager:** The Client will be assigned a Versivo Account Manager who is responsible for the Client's satisfaction with Versivo services and the maintenance and support of the OnBase, VersiTrack and Versiform System provided by Versivo.
- **Annual Solution Review:** Versivo will schedule a comprehensive solution review once annually to help ensure the health and stability of the Client's OnBase implementation.
- **10% Discount on all OnBase Software:** The Client will receive a 10% discount off of all OnBase Software. The 10% discount is off of the OnBase software list price and does not include a discount on Annual Maintenance.
- **10% Discount on all Versivo Services:** Versivo establishes labor rates by category for each calendar year. The Client will receive a 10% discount off of Versivo's standard rates.
- **Versiform License:** Versiform (www.versiform.com) is a cloud-based eForm solution that allows government and commercial organizations to efficiently transform paper-based processes to the web. The Client will receive a Versiform license (includes 1 Versiform Designer License), provisioned in the Microsoft Windows Azure cloud. The Versiform License is subject to the terms of the Versiform End User License Agreement.
- **VersiTrack License:** VersiTrack is a configurable case management and asset tracking system that will provide Workflow, Auditing & Chain of Custody, Barcode Generation, Barcode Reading and Barcode Processing. VersiTrack will allow the Client to track the physical location of submitted documents and manage customer encounters by queuing customer requests.

Project Toolset

Versivo uses Microsoft SharePoint as the tool to manage documentation of business scenarios, processes, project controls and configuration through the entire lifecycle of the implementation as well as ongoing operations.

All supporting documentation work products shall be developed for industry standard Microsoft Windows based PCs using appropriate Microsoft Office applications (Word, Excel, Visio, Project and PowerPoint) or other mutually agreeable documentation development processes and/or applications.

4. Project Organization

Project Roles and Responsibilities

Versivo's Project Team shall be composed of the best-qualified and available staff for the Project. These resources make informed tactical decisions required to move through project tasks, or have direct access to decision makers.

Versivo shall abide by the following:

- Work Location: Work may be completed either onsite or remotely assuming that remote access is made available by the Client. Onsite work shall be performed in Client buildings as determined solely by the Client. Remote work shall be performed from any location.
- Work Week: Client offices operate from 8:00 am to 5:00 pm Monday through Friday, excluding Client approved holidays.
- Staff Performance: Issues identified by the Client Project Sponsors regarding performance of any Versivo employee or subcontractor shall be addressed immediately and proposed resolution must be approved by the Client's Project Sponsors and Versivo Management in an agreed upon timeframe.
- Onsite Support: The Contractor shall provide onsite support for any Deliverables and/or tasks where the Client Project Sponsors and the Versivo Project Managers deem onsite support necessary.

Key personnel (Project Manager and Business Analyst) shall be available to work on the project as of the Effective Date of the Agreement through the Acceptance of the final deliverable. Personnel acceptable to the Client Project Sponsors shall be assigned to the work by Versivo within fifteen (15) days of the Effective Date of this Agreement.

Lack of availability of project team members or failure to complete the responsibilities in a timely manner as per the project timeline by either Versivo or the Client will affect the project schedule and requires immediate escalation.

The following project roles will provide the framework for Project reporting and risk and issue escalation. The status reporting process is structured to keep key Project stakeholders apprised of the overall Project status.

- **Project Sponsors** – The Client will determine the Project Sponsors for this implementation. Sponsors may include Department Directors or Senior Managers, Technology Staff, and/or Board or Commission Members. The Project Sponsors will meet as needed. Status will be reported at a high level and will include escalation of key issues that cannot be resolved at a lower level.



- **Business Managers** – This group consists of managers associated with each departmental solution, with responsibility for participating in requirements gathering sessions, reviewing solution requirements and design, and participating in testing and training. In addition, Business Managers are responsible for staff resource management of tasks and activities and communication of Project status to their respective staff.
- **Versivo Project Manager** – The Versivo Project Manager will be responsible for managing and monitoring the project scope, schedule, costs, resources, risks, issues and communication. The Project Manager will lead or participate in requirements gathering, review and approve project documents, and will conduct regularly scheduled meetings with all project team members to review, prioritize and manage risks and issues.
- **Versivo Business Analyst** – The Versivo Business Analyst will lead or participate in requirements gathering, document solution requirements, install, configure and test solution components, and migrate solution components to the Production environment. The Business Analyst will also provide training to the System Administrators, and assist with user acceptance testing and end user training. The Business Analyst is responsible for ensuring that any risks and issues are documented and submitted to the Project Manager for proper resolution.
- **Versivo Technical Resources** – A variety of Versivo Technical Resources may be required for certain project tasks, while not serving as core members of the project team. Tasks may include the installation of a specific OnBase module, the building of a Versiform form template, or configuration of a certain VersiTrack workflow feature. As technical resource needs arise, the Project Manager will work with Versivo Management to identify the appropriate personnel for the associated task(s). All services performed for this implementation by Versivo resources are included in the fixed price contract.
- **Versivo Support** – After each departmental rollout, and upon completion of the implementation, support activities will be transitioned to Versivo Support. The Client will have access to Versivo Support via phone, email, and website to submit issues and enhancements for any solution component.
- **Versivo Management** – The Versivo Management team is comprised of the Versivo President and the Director of Customer Services. Versivo Management will provide oversight for the project. All project team members from Versivo and the Client will have direct access to Versivo Management at any time for any reason related to this implementation. Versivo Management acts as the point of escalation for all risk and issues that cannot be resolved at a lower level.



5. Work Products / Deliverables

This Work Order follows three distinct phases. The following tables list the deliverables included in each phase.

Phase 1: Planning and Project Startup

The planning and project startup phase includes the infrastructure and software setup, and the initial system configuration, testing, and go-live for the first department. This phase of the project is estimated to take three (3) – four (4) weeks.

Deliverable Name & Number	Deliverable Description	Versivo Responsibilities	Client Responsibilities
1-1: Project Kickoff	Conducts formal transition and project kickoff. The objectives shall include formal transition from sales process to implementation process, review roles and responsibilities, review the contract and review project scope.	<ul style="list-style-type: none"> • Compose kickoff materials (e.g. agendas, slides, etc.) • Conduct Kickoff Meeting 	<ul style="list-style-type: none"> • Attend kickoff activities
1-2: Project Planning Initiatives	Initiates the project and standard project tools that shall be used for tracking and monitoring purposes. Establishes communication channels and assesses IT infrastructure and needs.	<ul style="list-style-type: none"> • Create Site in Versivo's Microsoft Sharepoint environment to track and monitor the project deliverables, decisions, issues, risks and defects. Content from the Sharepoint site will be exported for the Client as needed throughout the project. • Deliver the latest hardware/ network requirements 	<ul style="list-style-type: none"> • Assign staff roles and responsibilities • Determine order of departmental rollout
1-3: Project Plan	Documents the steps to initiate and complete the deliverables and tasks outlined in this Work Order. Identifies the baseline and adjusted tasks, deliverables, resources, task dependencies and work schedule of	<ul style="list-style-type: none"> • Develop the project plan using Microsoft Project 	<ul style="list-style-type: none"> • Review and provide feedback on the Project Plan within three (3) days



Deliverable Name & Number	Deliverable Description	Versivo Responsibilities	Client Responsibilities
1-4: Infrastructure Design	<p>the project in Microsoft Project format.</p> <p>Describes and depicts the environments for production and test, including interfaces/ integrations (e.g. GIS).</p>	<ul style="list-style-type: none"> • Prepare Infrastructure Design Document • Document the technical architecture • Update the document based on Client feedback 	<ul style="list-style-type: none"> • Provide subject matter expertise as necessary • Review and provide feedback on infrastructure design within three (3) days. • Procure required hardware • Provide network connectivity, power, space, and ventilation for hardware. • Install servers • Install and configure Operating System on servers • Provide onsite and remote access to servers to Versivo • Provide server connectivity to storage device(s)
1-5: Disaster Recovery Plan	<p>Create a disaster recovery plan that includes backup and recovery procedures.</p>	<ul style="list-style-type: none"> • Document the OnBase, VersiTrack and Versiform backup and recovery plan. • Review and provide feedback on the infrastructure backup and recovery plan • Combine the backup and recovery plans for infrastructure and software 	<ul style="list-style-type: none"> • Document the infrastructure backup and recovery plan • Review and provide feedback on the backup and recovery plan within three (3) days.



Deliverable Name & Number	Deliverable Description	Versivo Responsibilities	Client Responsibilities
		into one deliverable.	
1-6: Software Installation	Download and install OnBase and VersiTrack in the Test and Production environments, and provision Versiform in the Microsoft Azure environment.	<ul style="list-style-type: none"> • Review server configuration and submit requests for changes to the Operating system or other Client-installed components • Download and install the OnBase and VersiTrack software in the Test and Production environments • Provision Versiform in the Microsoft Azure environment. • Validate that the software is accessible from each environment • Setup generic User ID/s for the Client • Install software on System Administrator workstation(s) and demonstrate access to and basic functions in the system. 	<ul style="list-style-type: none"> • Make required changes to Operating System and other Client-installed components based on Versivo recommendations. • Install Microsoft SQL Server • Resolve issues related to hardware, operating system, network, SQL Server or client-installed components.
1-7: First Departmental Solution	Complete the system configuration for the first departmental ECMS solution	<ul style="list-style-type: none"> • Refer to Phase 2 – Configuration and Rollout. The first departmental solution is considered part of Phase 1, but will include all tasks defined in Phase 2. 	<ul style="list-style-type: none"> • Refer to Phase 2 – Configuration and Rollout. The first departmental solution is considered part of Phase 1, but will include all tasks defined in Phase 2.



Phase 2: Configuration and Rollout

The configuration and rollout phase initiates after the first department has begun to use the Production system, and includes the process of designing, implementing, testing, training, and deploying solutions for the other departments. Tasks in this phase will be repeated for each department included in this implementation – County Administration, GIS/Addressing, Engineering, Planning & Zoning, and the Health Department. This phase is expected to take eight (8) to ten (10) weeks.

Deliverable Name & Number	Deliverable Description	Versivo Responsibilities	Client Responsibilities
2-1: Project Management Activities	Includes: <ul style="list-style-type: none"> o Status Reports o Risk Management o Issue Management o Configuration Management o Resource Management o Communication Management o Project Financials 	<ul style="list-style-type: none"> • Deliver weekly status reports • Manage risks, issues and resources • Track project financials • Communicate with all project stakeholders 	<ul style="list-style-type: none"> • Review project management deliverables • Manage risks, issues and resources • Respond to Versivo communication
2-2: Business Process and Workflow Requirements	Provides high level overview of the system and terminology. Defines and documents all unique business streams. Discusses the high-level "to be" workflows, identifies the best practices and improvements to current processes, and describes how to best adapt to the System and/or the business processes to arrive at the best solution. In addition, describes an approach for implementing the recommended business process changes.	<ul style="list-style-type: none"> • Provide a high level overview of the system, including terminology, general navigation, and considerations for designing and configuring the system • Gain an understanding of the Client's business process • Collect employee names and associated roles and define user profile specs • Conduct To-Be process meetings, which may include proto-type demonstrations 	<ul style="list-style-type: none"> • Attend requirements gathering meetings and/or demonstrations • Provide subject matter expertise as needed • Make decisions related to workflow and configuration • Review and provide feedback on all requirements documents within three (3) days of receipt from Versivo.



Deliverable Name & Number	Deliverable Description	Versivo Responsibilities	Client Responsibilities
		<ul style="list-style-type: none"> • Provide best practice approach for system configuration based on business needs • Document the requirements and update based on Client feedback 	
2-3: System Configuration	Configure OnBase, VersiTrack, and/or Versiform to meet the established requirements.	<ul style="list-style-type: none"> • Configure OnBase • Configure VersiTrack • Configure Versiform • Demonstrate system functionality as progress is made • Document proposed changes • Re-configure system based on approved changes. 	<ul style="list-style-type: none"> • Where applicable, participate in system configuration with Versivo • Attend system demonstrations and provide feedback within two (2) days of each completed demonstration • Make decisions related to system configuration and workflow.
2-4: End User Demonstrations	Introduces the project to the user base through 1 – 3 sessions. Demonstrates the system to elicit feedback.	<ul style="list-style-type: none"> • Create agenda and presentation • Demonstrate the solution • Capture notes and feedback • Assess feedback and recommend any required changes based on end user feedback. 	<ul style="list-style-type: none"> • Schedule demonstrations and invite end users • Provide the room and projector • Review end user feedback and Versivo's recommendations within three (3) days of receipt.



Deliverable Name & Number	Deliverable Description	Versivo Responsibilities	Client Responsibilities
2-5: Test Plan	Establishes the testing plan. Outlines the approach to documenting test cases and scenarios.	<ul style="list-style-type: none"> Document approach for testing Update the document based on Client feedback. 	<ul style="list-style-type: none"> Review and provide feedback within three (3) days of receipt.
2-6: Test Scripts	Documents the scenarios, steps, expected results and any assumptions necessary to test the proposed business process.	<ul style="list-style-type: none"> Document the scenarios, expected results and assumptions Map to requirements Update the scripts based on feedback from the Client. 	<ul style="list-style-type: none"> Review and provide feedback within three (3) day of receipt.
2-7: System Testing	Demonstrates detailed outcomes from individual tests showing test performed, pass/fail, and remediation. The system will be certified by Versivo as meeting the solution requirements as agreed upon and documented.	<ul style="list-style-type: none"> Execute test scripts Report on failed scenarios Provide recommendation for remediation Implement approved remediation Retest failed scenarios Certify system. 	<ul style="list-style-type: none"> Approve remediation approach Review test results and provide feedback within two (2) days of receipt.
2-8: User Acceptance Testing	Demonstrate detailed outcomes from individual tests showing test performed, pass/fail, and remediation. The system will be certified by the Client as meeting the solution requirements as agreed upon and documented.	<ul style="list-style-type: none"> Support UAT Report on failed scenarios Provide recommendation for remediation Implement approved 	<ul style="list-style-type: none"> Execute test scripts against system configuration within five (5) days Submit failed scenarios Approve remediation approach



Deliverable Name & Number	Deliverable Description	Versivo Responsibilities	Client Responsibilities
		remediation.	<ul style="list-style-type: none"> Retest failed scenarios Certify system.
2-9: Training Materials	Documents Client general steps for a new user to navigate and use the System, and which shall include a section on frequently asked questions.	<ul style="list-style-type: none"> Document Client specific End User Navigation/Documentation Document Common/Frequently Asked Questions Update documents based on feedback from the Client. 	<ul style="list-style-type: none"> Provide subject matter expertise as needed Review and provide feedback within two (2) days of receipt.
2-10: Train-the-Trainer for End User Training	Provides training for Client personnel that will be conducting end user training on the system, including Client specific processes and procedures.	<ul style="list-style-type: none"> Conduct up to two (2) train-the trainer sessions (for each department) Assist with system preparation for end user training sessions. 	<ul style="list-style-type: none"> Attend train-the-trainer sessions Schedule training Provide the training room, projector, white board, markers, flip charts, computers, etc. Conduct end user training.
2-11: Go-Live and Deployment	Migration of all required installation and configuration to the production system, and installation of required end user workstation components.	<ul style="list-style-type: none"> Migrate all required solution components to Production Provide end user workstation installation instructions Assist Client with troubleshooting workstation issues to determine the source (OS, browser, 	<ul style="list-style-type: none"> Execute installation on end user workstations.



Deliverable Name & Number	Deliverable Description	Versivo Responsibilities	Client Responsibilities
		OnBase, etc.) <ul style="list-style-type: none"> Resolve Solution issues or problems with the installation package(s). 	
2-12: Post Implementation Support	Provides support including assisting new users, troubleshooting errors, providing one-on-one training as necessary, updating configuration, modifying documentation, etc. This initial support shall be provided by the Versivo Project Manager and Business Analyst for 5 – 10 days, after which, support will be transitioned to the Versivo Help Desk.	<ul style="list-style-type: none"> Assist users with efficiently and effectively using the system Resolve issues. 	<ul style="list-style-type: none"> Resolve desktop issues such as missing prerequisite software (i.e. Microsoft .NET Framework), missing or corrupted Microsoft Office programs, memory or hard drive errors Provide first-tier support and report issues to Versivo.

Phase 3: Support Transition

The Support Transition phase includes the transition of all support activities to the Client’s System Administrator(s) and the Versivo Support team, as well as updating documentation and conducting an overall solution review. Training of System Administrators and Trainers will occur as needed during Phase 1 and 2, but any additional System Administrator training required for the continued success of the system will be included during this phase. This phase is expected to take one (1) – two (2) weeks.

Deliverable Name & Number	Deliverable Description	Versivo Responsibilities	Client Responsibilities
3-1: Transition Support to Client System Administrator(s)	All ongoing maintenance and any open support issues not requiring the Versivo Help Desk, will be transitioned to the Client System Administrator(s).	<ul style="list-style-type: none"> Ensure System Administrator documentation includes all ongoing maintenance requirements Ensure all open issues are documented with the latest status and information Review all open issues with 	<ul style="list-style-type: none"> Review documentation and provide feedback within two (2) days. Ask questions and participate in transition of open issues. Attend training.



Deliverable Name & Number	Deliverable Description	Versivo Responsibilities	Client Responsibilities
		Client System Administrator(s) <ul style="list-style-type: none"> • Provide any additional System Administrator training required for the continued success of the system. 	
3-2: Conduct Solution Review	Comprehensive solution review to help ensure the health and stability of the system.	<ul style="list-style-type: none"> • Review the overall technical architecture of the system • Confirm the status of database and disk group backups and the backup and disaster recovery strategy • Confirm SQL Server database settings conform to Hyland and Versivo recommendations • Execute a Disk Group Analysis to confirm disk group copies are in sync • Execute the OnBase Workflow Doctor to identify any potential workflow issues or errors • Review Global Client and other system-wide settings to confirm they adhere to Versivo's recommendations. • Identify any recurring or problematic Event Viewer messages on all OnBase servers • Review the current Application 	<ul style="list-style-type: none"> • Respond to the findings of the solution review • Review and approve any required changes or recommendations within five (5) days of receipt.



Deliverable Name & Number	Deliverable Description	Versivo Responsibilities	Client Responsibilities
		and Web Server configuration <ul style="list-style-type: none"> • Determine if any known software defects are causing system issues or have the potential to cause future system issues • Discuss solution review in detail with the OnBase System Administrator(s) and/or Database Administrator(s) • Resolve issues and make recommendations to improve the overall health and stability of the OnBase system. 	
3-3: Turnover Support to Versivo Help Desk	A support turnover to the Versivo Help Desk will occur for each departmental solution during Phase 2 – Configuration and Rollout. This final support turnover will ensure the Versivo Support team has the final documentation and learns of any changes to the system configuration.	<ul style="list-style-type: none"> • Provide updated documentation to the Versivo team. Ensure all issues requiring Versivo support are logged in the Versivo Help Desk system • Review the Advantage Support Program features with the Client System Administrator and Project Sponsors. 	<ul style="list-style-type: none"> • Attend Support Turnover meeting • Begin submitting all issues to the Versivo Help Desk.
3-4: Project Closeout	A project closeout memo will be issued to summarize all completed project tasks, list any open issues, and provide additional information relevant to the project.	<ul style="list-style-type: none"> • Create Project Closeout Memo. 	<ul style="list-style-type: none"> • Review and provide feedback within five (5) days of receipt.

6. Acceptance Procedures

Acceptance by the Client is required for the system and all services and deliverables supplied by Versivo or configured or implemented under Versivo's supervision within this Work Order. At the completion of each milestone within a Phase, the Project Sponsors shall confirm the acceptance of all deliverables and services and provide sign-off.

The following table outlines the tasks and the order that will take place for the acceptance and signoff of a milestone.

Number	Task	Description
1	Milestone deliverables completed	Deliverable actions include performing services and/or creating documents. These actions are completed according to Sections 3 and 5 of the SOW.
2	Deliverable checklist by milestone delivered to the Client	The deliverable checklist by milestone is released to the Client for review and approval.
3	Review, feedback and deliverable updates	The Client will review and provide feedback on the deliverables within five (5) days. Any required changes to deliverables must be documented by the Client. If feedback is not provided within five (5) days, the deliverable will be considered accepted. Versivo will update the deliverables based on the feedback received.
4	Optional additional reviews and feedback of deliverable documents	Based on feedback and the volume or criticality of changes recommended to the deliverables, they may be re-submitted to the Client for review and feedback until the deliverables have been accepted. The Client will review and provide feedback on the deliverables within two (2) – five (5) days, depending on the milestone. Any required changes to deliverables must be documented by the Client. If feedback is not provided within five (5) days, the deliverable will be considered accepted. Versivo will update the deliverables based on the feedback received.
5	Milestone sign-off	At the Project Sponsors sign-off, Versivo can bill the Client for the deliverables accepted and signed off by milestone and in accordance with the Payment Schedule as seen in Section 11.

7. Issue Resolution Process

Risks and issues will be managed using the following procedure:

1. A Project Stakeholder identifies and submits a risk and/or issue to the Project Manager.
2. The Project Manager enters the Risk or Issue, including priority, due date, and owner, in the Risk/Issue tracker within two business days of a risk/issue being submitted. Assignments will be

made based on the work effort, severity and priority of the risk/issue. Any confirmed change to the Work Order shall be routed through the Project Change Control Procedures outlined in Section 8.

3. Once the risk/issue is assigned, the Owner is responsible for researching the risk/issue, identifying and documenting mitigations and/or resolutions, and closing out the risk/issue by the assigned due date. The Risk/Issue tracker will be reviewed during status meetings to validate that risks and issues are being managed and acted upon in a timely manner.
4. The risk or issue can be selected for escalation to Project Sponsors and Versivo Management if needed. Characteristics of risks or issues that shall be escalated include the following:
 - a. Significant impact on the Project or the organization
 - b. Significant impact on the Project scope
 - c. Impact the Project costs
 - d. Impact the Project schedule
 - e. Impact on the quality of the deliverable/task
 - f. Impact on requirements
 - g. Remain open for an unreasonable amount of time

The use or non-use of this procedure does not alter, waive, restrict or modify the remedies afforded elsewhere in the Agreement.

8. Project Change Control Procedures

During the course of the project, additional services may be considered. Any change to the Work Order shall be agreed to in writing by the Client and Versivo.

The following procedures (whether requested by the Client or Versivo) shall be used to control all changes.

1. A project team member identifies and documents a change that is considered necessary for the project.
2. The Project Team reviews the change and confirms the need.
3. The change is documented and submitted to the Client Project Sponsors.
4. The Client Project Sponsors and other Client stakeholders, as necessary, review the proposed change and approve or disapprove the change.
5. If the change is approved, the Client Project Sponsors submits it to the Project Manager.
6. The Project Manager provides the Client Project Sponsors an estimate of the required effort to implement the change, including an overview of the design, reason or justification for the change, the schedule impact to the project, and the cost.
7. The Client Project Sponsors approve or disapprove the change and negotiate the cost.
8. If the Change Order is approved, both the Client Project Sponsors and the Versivo Project Manager sign the Change Order.
9. If necessary, the Change Order is incorporated as a written amendment to the Contract with updates to the Work Order, and signed by the Client and Versivo.
10. The Versivo Project Manager assigns responsibility to the project team, includes the change in the project schedule and coordinates the release date with the Client Project Sponsors.
11. The change is updated and monitored in the project schedule.

9. Assumptions

Versivo used the following assumptions in building the firm fixed price contract for the Client's ECMS implementation.

1. The Client will provide appropriate resources to review and approve deliverables, attend meetings, and make decisions.
2. Versivo and the Client will mutually agree on all project schedules and deliverables related to the project management of the implementation. The Client will provide final approval for all deliverables.
3. Versivo will assign a core project team of a Project Manager and Business Analyst for this Work Order. The Client will have an opportunity to meet and review the resume of each assigned resource. If a new Versivo resource needs to be assigned to the core project team, the Client will have an opportunity to meet and review the resume of the new resource.
4. The Client will provide office space for up to three resources, one telephone to be shared by the resources, and access to the tools and applications necessary to provide productive support of the project. Versivo provides laptops for all employees, so Client computers are not required. These laptops will require access to the Client's network. For security and application licensing purposes, the Client may decide to provide computers rather than network access via Versivo laptops.
5. The Client is responsible for obtaining all necessary hardware for this project.
6. The Client is responsible for the base install and configuration of each server, including the Operating System, networking, security, any patches/updates the Client chooses to install, and all licenses associated with these components.
7. The Client is responsible for the licensing, installation, and configuration of Microsoft SQL Server. Versivo will create the OnBase and VersiTrack databases on the Client-provided SQL Server installation.
8. The Client will provide server and application access as needed for the project (e.g., administrator passwords to servers included in scope, Internet access (FTP, HTTP), access to server consoles, etc.)
9. The Client will provide remote access to servers via a VPN connection, or another means mutually agreed to by the Client and Versivo.
10. The Client will provide all hardware. Including, but not limited to servers, scanners, printers, barcode readers, etc.
11. Each department configuration does not have to be completed independently from one another. While Versivo is configuring the test system for the second department, Versivo may be starting the design phase of the third department. This process will continue until all planned department go-lives have been completed.
12. Any increases to the scope of work included in this Work Order will require a written change order and agreement on terms and pricing by Versivo and the Client.
13. Versivo will work with the Client to determine an appropriate order of departments for the rollout that will account for the expected magnitude of each solution and any concerns from each department related to staff availability and change management.
14. Software maintenance pricing is based on the proposed software licenses purchased. If the Client purchases any additional licenses through the duration of the contract, the annual software maintenance pricing will change.

10. Total Costs

Software Cost

The following table lists the cost of all software included in this Work Order.

Modules	Unit Price w/ Advantage Support	Quantity	Software Total
Local Government Bundle*	\$13,270.50	1	\$13,270.50
<i>Includes Multi-User Server, Unity Client Server, EDM Services, Application Enabler (Single Application), Desktop Document Imaging (>30 ppm), CD Authoring</i>			
Local Government Web Server*	\$3,600.00	1	\$3,600.00
Local Government Concurrent Clients*	\$585.00	8	\$4,680.00
Local Government Named User Clients*	\$360.00	6	\$2,160.00
Local Government Workflow Concurrent *	\$900.00	5	\$4,500.00
Local Government Workflow Named *	\$630.00	0	\$0.00
Local Government Distributed Disk Services *	\$1,800.00	1	\$1,800.00
Local Government Office Business Applications for 2013 (named)*	\$36.00	6	\$216.00
Office Business Application for 2013 (concurrent)	\$90.00	8	\$720.00
Integration for Microsoft Outlook 2013	\$4,500.00	1	\$4,500.00
Production Document Imaging (Kofax or TWAIN)	\$4,500.00	1	\$4,500.00
Full-Text Indexing Server for Autonomy IDOL	\$9,000.00	1	\$9,000.00
Full-Text Indexing Concurrent Client for Autonomy IDOL	\$270.00	8	\$2,160.00
Full-Text Indexing Named User Client for Autonomy IDOL	\$135.00	6	\$810.00
Batch OCR	\$1,350.00	1	\$1,350.00
Ad-hoc Document OCR	\$450.00	1	\$450.00
Unity Briefcase	\$360.00	1	\$360.00
Document Import Processor	\$4,500.00	1	\$4,500.00
Public Sector Constituency Web Access	\$0.01	54,000	\$486.00
E-Form / Unity Forms	\$0.00	1	\$0.00
Configuration Migration Utility	\$0.00	1	\$0.00
Status View	\$0.00	1	\$0.00
<i>Kofax Virtual Rescan (VRS)</i>	<i>\$1,450.00</i>	<i>1</i>	<i>\$1,450.00</i>
<i>Versiform</i>	<i>Included with Advantage Support</i>	<i>1</i>	<i>\$0.00</i>
<i>VersiTrack</i>	<i>Included with Advantage Support</i>	<i>1</i>	<i>\$0.00</i>
Software Total Before Discounts			\$60,512.50

Modules	Unit Price w/ Advantage Support	Quantity	Software Total
Software Discounts			
<i>Document Import Processor (100% for 1 Server License)</i>			(\$4,500.00)
<i>Unity Briefcase (100% for 1 User License)</i>			(\$360.00)
<i>Negotiated Discount (5% on New Modules Added after Proposal Submitted)</i>			(922.50)
Software Discounts Total			(\$5,782.50)
Software Total After Discounts			\$54,730.00

Advantage Support

The following table lists the yearly support and maintenance cost of all software included in this work order.

Modules	Unit Price for Advantage Support	Quantity	Advantage Support Total
Local Government Bundle*	\$13,270.50	1	\$4,423.50
<i>Includes Multi-User Server, Unity Client Server, EDM Services, Application Enabler (Single Application), Desktop Document Imaging (>30 ppm), CD Authoring</i>			
Local Government Web Server*	\$3,600.00	1	\$1,200.00
Local Government Concurrent Clients*	\$585.00	8	\$1,560.00
Local Government Named User Clients*	\$360.00	6	\$720.00
Local Government Workflow Concurrent *	\$900.00	5	\$1,500.00
Local Government Workflow Named *	\$630.00	0	\$0.00
Local Government Distributed Disk Services *	\$1,800.00	1	\$600.00
Local Government Office Business Applications for 2013 (named)*	\$36.00	6	\$72.00
Office Business Application for 2013 (concurrent)	\$90.00	8	\$240.00
Integration for Microsoft Outlook 2013	\$4,500.00	1	\$1,500.00
Production Document Imaging (Kofax or TWAIN)	\$4,500.00	1	\$1,500.00
Full-Text Indexing Server for Autonomy IDOL	\$9,000.00	1	\$3,000.00
Full-Text Indexing Concurrent Client for Autonomy IDOL	\$270.00	8	\$720.00
Full-Text Indexing Named User Client for Autonomy IDOL	\$135.00	6	\$270.00
Batch OCR	\$1,350.00	1	\$450.00
Ad-hoc Document OCR	\$450.00	1	\$150.00
Unity Briefcase	\$360.00	1	\$120.00
Document Import Processor	\$4,500.00	1	\$1,500.00
Public Sector Constituency Web Access	\$0.01	54,000	\$162.00
E-Form / Unity Forms	\$0.00	1	\$0.00

Modules	Unit Price for Advantage Support	Quantity	Advantage Support Total
Configuration Migration Utility	\$0.00	1	\$0.00
Status View	\$0.00	1	\$0.00
Kofax Virtual Rescan (VRS)	\$1,450.00	1	N/A
Versiform	Included with Advantage Support	1	N/A
VersiTrack	Included with Advantage Support	1	N/A
Advantage Support Total Before Discounts			\$19,687.50
Advantage Support Discounts			
Document Import Processor (100% for 1 Server License)			(\$1,500.00)
Unity Briefcase (100% for 1 User License)			(\$120.00)
Advantage Support Discounts Total			(\$1,700.00)
Advantage Support Total After Discounts			\$17,987.50

Professional Services

The following table includes the Firm Fixed Price Professional Services cost for Versivo to execute this work order:

Professional Services	Price
Enterprise Content Management System Implementation	\$89,280.00

For services requested outside the scope of this Work Order, Versivo will provide services on a Time and Materials basis with pricing based on Versivo hourly rates for the calendar year. The following table provides the standard 2013 hourly rates for each Versivo Labor Category, along with the discounted rates that are extended to the Client as a Versivo Advantage Support customer:

Labor Category	2013 Hourly Rate	Extended Price w/ Advantage Support Discount
Account Manager	\$155.00	\$139.50
Project Manager	\$145.00	\$130.50
OnBase Subject Matter Expert	\$135.00	\$121.50
Sr. Developer	\$135.00	\$121.50
Sr. Business Analyst	\$135.00	\$121.50
Developer	\$115.00	\$103.50
Business Analyst	\$115.00	\$103.50

Cost Summary

The following table summarizes all costs associated with this Work Order, including software, professional services, and five (5) years of support and maintenance:

Component	Price
Software	\$54,730.00
Professional Services	\$89,280.00
Adv. Support - 1 st Year	\$17,987.50
Total – 1st Year	\$161,997.50
Adv. Support 2 nd Year	\$17,987.50
Adv. Support 3 rd Year	\$17,987.50
Adv. Support 4 th Year	\$17,987.50
Adv. Support 5 th Year	\$17,987.50
Total – 5 Years	\$233,947.50

11. Invoicing and Payment Schedule

The payment schedule for Software, Maintenance and Professional Services shall be as follows:

Milestone	Payment Calculation	Anticipated Invoice Date	Payment Amount
Contract Signing	100% Software	November 22, 2013	\$54,730.00
Contract Signing	100% Maintenance (First Year)	November 22, 2013	\$17,987.50
Completed installation of OnBase Server, VersiTrack and provisioning Versiform in the Microsoft Azure environment.	10% of Professional Services	December 31, 2013	\$8,928.00
Go Live for First Department	15% of Professional Services	January 31, 2014	\$13,392.00
Go Live for Second Department	15% of Professional Services	February 28, 2014	\$13,392.00
Go Live for Third Department	15% of Professional Services	March 17, 2014	\$13,392.00
Go Live for Fourth Department	15% of Professional Services	March 31, 2014	\$13,392.00
Go Live for Fifth Department	15% of Professional Services	April 11, 2014	\$13,392.00
Successful completion of 90-day reliability test following the Go Live of the Fifth Department	15% of Professional Services	July 10, 2014	\$13,392.00
Year 1 Total			\$161,997.50
Maintenance Year 2	100% Maintenance (Year 2)	November 22, 2014	\$17,987.50
Maintenance Year 3	100% Maintenance (Year 3)	November 22, 2015	\$17,987.50
Maintenance Year 4	100% Maintenance (Year 4)	November 22, 2015	\$17,987.50

Milestone	Payment Calculation	Anticipated Invoice Date	Payment Amount
Maintenance Year 5	100% Maintenance (Year 5)	November 22, 2015	\$17,987.50
5 Year Total			\$233,947.50

12. Designated Project Management Representatives responsible for this Client Work Order:

Versivo:

Brett Thompson
950 North Glebe Road
Suite 210
Arlington, VA 22203
Phone: (703) 963-3694
Fax: (703) 229-0575
E-mail: brett.thompson@versivo.com

Client:

Todd Fagan
116 E. Washington St.
Suite 201
Charles Town, WV 25414
Phone: (304) 728-6679
Fax: (304) 724-8992
E-mail: tfagan@jeffersoncountywv.org

NOTE: Any changes to this Client Work Order, including, but not limited to, any increase in scope, costs, or Versivo resource hours, shall require a Client Work Order Amendment (Exhibit B).

13. Work Order Execution

The undersigned designated Client Project Management representative has reviewed and concurs with all aspects of this Client Work Order and is the Client representative authorized to approve Versivo's expenditure and use of any of this Client Work Order's allotted Versivo resource hours in the performance of this Client Work Order.

Concurrence By:

Client Project Management Representative

Signature: _____

Name: Dale Manuel

Title: President of County Commission

Date: _____

Accepted By:

Versivo, Inc. Representative

Signature: _____

Name: Brett Thompson

Title: President

Date: _____

Memorandum

To:	Todd Fagan, Jefferson County West Virginia
From:	Brett Thompson, Versivo
Date:	October 11, 2013
Subject:	Addendum to Versivo's EDM Proposal
Attachments:	Jefferson County Revised Pricing 2013-10-11.xlsx

Versivo and Jefferson County, West Virginia met on Tuesday, October 8, 2013 to clarify the scope of Versivo's proposal to Jefferson County for an Enterprise Content Management Solution. Based on the information we learned during our meeting, Versivo is delivering this memo as an Addendum to its proposal to document the scope and price changes. To demonstrate our commitment to earning Jefferson County's business, we looked at each of these changes, along with the content of our original proposal, to ensure that our approach remains sound and we are offering the best value to Jefferson County. As you will see in the following sections, the change in scope did increase Versivo's proposed price of the project. Our sales and delivery teams worked hard to provide further discounts and price concessions to minimize the financial impact of the scope changes without introducing risk to the project or limiting the functionality that Jefferson County will have access to.

Scope Changes

Jefferson County confirmed that it is interested in moving forward with Versivo's Advantage Support Option. Advantage Support is an annual program that costs 30% of the list price of the proposed OnBase Software modules. The following table summarizes the original cost of Versivo's proposed project with Advantage Support.

Component	Extended Price
Software (OnBase & Kofax)	\$38,336.50
Professional Services	\$89,280.00
Software Maintenance – First Year	\$12,295.00
Initial Project – Year 1	\$139,911.50

In Versivo's original proposal, Advantage Support for the 2nd through the 5th year of operations was \$12,295.00 per year for four (4) years which adds an additional \$49,180.00 to the five (5) year cost of Jefferson County's Enterprise Document Solution project.

Software

The table below documents the changes to the Software that Versivo is proposing for Jefferson County's EDM project.



Please note that this Software Pricing Table only includes the Advantage Support discount. Extra pricing concessions are documented at the end of this memo.

Primary Modules	List (per unit)	Advantage Extended Price (per unit)	Advantage Annual Maint. Price (per unit)	Currently Proposed Units	Originally Proposed Units	Software Total (current)	Advantage Annual Maintenance Total (Current)
Local Government Bundle*	\$14,745.00	\$13,270.50	\$4,423.50	1	1	\$13,270.50	\$4,423.50
<i>Includes Multi-User Server, Unity Client Server, EDM Services, Application Enabler (Single Application), Desktop Document Imaging (>30 ppm), CD Authoring</i>							
Local Government Web Server*	\$4,000.00	\$3,600.00	\$1,200.00	1	1	\$3,600.00	\$1,200.00
Local Government Concurrent Clients*	\$650.00	\$585.00	\$195.00	8	10	\$4,680.00	\$1,560.00
Local Government Named User Clients*	\$400.00	\$360.00	\$120.00	6	0	\$2,160.00	\$720.00
Local Government Workflow Concurrent *	\$1,000.00	\$900.00	\$300.00	5	5	\$4,500.00	\$1,500.00
Local Government Workflow Named *	\$700.00	\$630.00	\$210.00	0	0	\$0.00	\$0.00
Local Government Distributed Disk Services *	\$2,000.00	\$1,800.00	\$600.00	1	0	\$1,800.00	\$600.00
Local Government Office Business Applications for 2013 (named)*	\$40.00	\$36.00	\$12.00	6	5	\$216.00	\$72.00
Office Business Application for 2013 (concurrent)	\$100.00	\$90.00	\$30.00	8	0	\$720.00	\$240.00
Integration for Microsoft Outlook 2013	\$5,000.00	\$4,500.00	\$1,500.00	1	1	\$4,500.00	\$1,500.00
Production Document Imaging (Kofax or TWAIN)	\$5,000.00	\$4,500.00	\$1,500.00	1	1	\$4,500.00	\$1,500.00
Full-Text Indexing Server for Autonomy IDOL	\$10,000.00	\$9,000.00	\$3,000.00	1	0	\$9,000.00	\$3,000.00
Full-Text Indexing Concurrent Client for Autonomy IDOL	\$300.00	\$270.00	\$90.00	8	0	\$2,160.00	\$720.00
Full-Text Indexing Named User Client for Autonomy IDOL	\$150.00	\$135.00	\$45.00	6	0	\$810.00	\$270.00
Batch OCR	\$1,500.00	\$1,350.00	\$450.00	1	0	\$1,350.00	\$450.00
Ad-hoc Document OCR	\$500.00	\$450.00	\$150.00	1	0	\$450.00	\$150.00
Unity Briefcase	\$400.00	\$360.00	\$120.00	1	0	\$360.00	\$120.00
Document Import Processor	\$5,000.00	\$4,500.00	\$1,500.00	1	0	\$4,500.00	\$1,500.00
Public Sector Constituency Web Access	\$0.01	\$0.01	\$0.00	54000	54000	\$486.00	\$162.00
E-Form / Unity Forms	\$0.00	\$0.00	\$0.00	1	1	\$0.00	\$0.00
Configuration Migration Utility	\$0.00	\$0.00	\$0.00	1	1	\$0.00	\$0.00
Status View	\$0.00	\$0.00	\$0.00	1	1	\$0.00	\$0.00
Kofax Virtual Rescan (VRS) **	\$1,450.00	\$1,450.00	N/A	1	1	\$1,450.00	N/A
						Software	Advantage Support
Total						\$60,512.50	\$19,687.50

All items highlighted in RED have changed. If only the proposed quantities changed, the Module Name is still in BLACK. If the line item is for a new module that was not in Versivo's original proposed Required Software list, the Module Name is also highlighted in RED.

The following Table compares the cost of Versivo's original Required Software proposal to the cost of the current Required Software without additional discounts or price concessions. Versivo will document its proposed discounts and price concessions at the end of this memo.

Required Software – Original	Required Software – Revised	Cost Impact w/o Additional Discounts
\$38,336.50	\$60,512.50	\$22,176.00

- \$13,770.00 of the price increase is a result of the decision to include Full-Text ("Google-like") search capabilities across all types of documents. This includes the OCR modules required to provide Full-Text search capabilities for scanned images.

- \$4,860.00 of the price increase is a result of adding 1 Unity Briefcase User license and the Document Import Processor. These components should have been included in Versivo’s original proposal, but were not. Versivo will discount the license fee by 100% for these modules.
- The remaining \$3,546.00 of the price increase is a result of adjusting the number of End User Licenses across a variety of modules (i.e. General Access, Workflow, Office Business Applications)

Maintenance – Versivo Advantage Support

Advantage Support is an annual program that costs 30% of the list price of the proposed OnBase Software modules. As a result of the changes documented above in the Software Scope Changes section, the price of Annual Advantage Support also changed.

The following Table compares the cost of Versivo’s original Advantage Support proposal to the cost of the current Advantage Support proposal without additional discounts or price concessions. Versivo will document its proposed discounts and price concessions at the end of this memo.

Annual Advantage Support – Original (per year)	Annual Advantage Support – Revised (per year)	Cost Impact w/o Additional Discounts (per year)
\$12,295.00	\$19,687.50	\$7,392.50

Professional Services

Jefferson County requested the following tasks be added to the scope of the Initial Project.

- Human Resources – Employee Folders
 - Additional 5 Days
 - BA Hours = 40 @ \$103.50 = \$4,140.00
 - PM / SME Hours = 20 @ \$130.50 = \$2,610.00
 - Total = \$6,750.00
- Migration of Address Validation Database to Versiform
 - Additional 1 Day
 - BA Hours = 8 @ \$103.50 = \$828.00
 - PM / SME Hours = 4 @ \$130.50 = \$522.00
 - Total = \$1,350.00

The following Table compares the cost of Versivo’s original Professional Services proposal to the cost of the current Professional Services proposal without additional discounts or price concessions. Versivo will document its proposed discounts and price concessions at the end of this memo.

Professional Services – Original	Professional Services – Revised	Cost Impact w/o Additional Discounts
\$89,280.00	\$97,380.00	\$8,100.00

Discounts and Price Concessions

Our sales and delivery teams worked hard to provide further discounts and price concessions to minimize the financial impact of the scope changes without introducing risk to the project or limiting the functionality that Jefferson County will have access to. These discounts are valid until Friday, November 22nd at 5:00 PM. If a contract is not executed by this time, these pricing concessions **WILL EXPIRE**.

Software

In addition to the 10% discount that Versivo provides with Advantage Support, Versivo agrees to offer the following additional Software discounts and price concessions.

Module	Discount	Savings
Document Import Processor	100%	\$4,500.00
Unity Briefcase	100%	\$360.00
New / RED Modules	5%	\$922.50
Total Discount		\$5,782.50

- Versivo’s \$5,782.50 discount is a 9.56% discount off of Versivo’s current Required Software proposal.
- Versivo’s \$5,782.50 discount directly reduces Versivo’s current Required Software cost increase from \$22,176.00 to \$16,393.50 (26.08%).

Maintenance – Versivo Advantage Support

Versivo agrees to offer the following Advantage Support discounts and price concessions.

Project	Discount	Savings
Document Import Processor	100%	\$1,500.00
Unity Briefcase	100%	\$120.00
Total Discount		\$1,700.00

- Versivo’s \$1,700.00 discount is an 8.63% discount off of Versivo’s current Required Software proposal.
- Versivo’s \$1,700.00 discount directly reduces Versivo’s current Advantage Support cost from \$7,392.50 to \$5,692.50 (23.00%).

Professional Services

Versivo agrees to offer the following Professional Services discounts and price concessions.

Module	Discount	Savings (per year)
HR – Employee Folders	100%	\$6,750.00
Address DB Migration	100%	\$1,350.00
Total Discount		\$8,100.00

- Versivo’s \$8,100.00 discount is an 8.32% discount off of Versivo’s current Professional Services proposal.
- Versivo’s \$8,100.00 discount directly reduces Versivo’s current Professional Service cost increase from \$8,100.00 to \$0.00 (100%).

Summary

The following Table compares Versivo’s Original Propose Price to its Revised Price to its Revised Price with Discounts. These discounts are valid until Friday, November 22nd at 5:00 PM. If a contract is not executed by this time, these pricing concessions **WILL EXPIRE**.

Component	Original Price	Revised Price	Revised Price with Discounts
Software	\$38,336.50	\$60,512.50	\$54,730.00
Professional Services	\$89,280.00	\$97,380.00	\$89,280.00
Adv. Support - 1 st Year	\$12,295.00	\$19,687.50	\$17,987.50
Total – 1st Year	\$139,911.50	\$177,580.00	\$161,997.50
Adv. Support 2 nd Year	\$12,295.00	\$19,687.50	\$17,987.50
Adv. Support 3 rd Year	\$12,295.00	\$19,687.50	\$17,987.50
Adv. Support 4 th Year	\$12,295.00	\$19,687.50	\$17,987.50
Adv. Support 5 th Year	\$12,295.00	\$19,687.50	\$17,987.50
Total – 5 Years	\$189,091.50	\$256,330.00	\$233,947.50

- Versivo’s proposed Discounts represent a cost savings of \$15,582.50 in Year 1 (8.77%).
- Versivo’s proposed Discounts represent a cost saving of \$22,382.50 in the first 5 years (8.73%)

Versivo looks forward to continuing our conversations and earning Jefferson County’s business. We are excited to start this project and look forward to establishing a long, lasting and mutually beneficial relationship. If you have any questions, please feel free to contact Brett Thompson at (703) 963-3694.

Director of Finance Summary
January 23, 2014

Attached for your review and consideration for approval are three budget reductions from elected officials in the amount of \$209,689 which are referenced as budget revisions numbers 20, 21, and 22. Of this amount \$96,045 are reductions in health insurance, \$8,000 is a reduction in computer software, and \$105,644 are reductions in salaries and benefits. The figures of \$96,045 and \$105,644 are adjusting the budget to actual forecasted expenditures. Also attached for your review and consideration for approval is an internal budget transfer request in the amount of \$4,500 to fund the purchase of desktop computers in the Homeland Security department.

Attached is an updated budget reduction chart which shows that once the above budget reductions are approved that a total of \$2,377,356 ($\$2,167,667 + \$209,689$) in reductions have been approved leaving a goal to reduce in the amount of \$1,148,062.

There have been discussions of how much each department has reduced their budgets this year. I have attached a chart which is sorted from the largest reduction as a percent of their total budget to the smallest. The attached chart does not reflect revenue adjustments or transfer of funds to the Coal Severance Fund. Overall departments have reduced their expenditure budgets in the amount of 4.05% our goal is to have reductions of 12.50%.

Respectfully Submitted



Tim A. Stanton

Proposed FY14 Budget Reductions for Discussion on January 23, 2014									
	GL Acct #	Department	Description					Reduction	
			Amount needed to restore to Fund Balance					3,900,000	
1			Budget reductions approved 12/27/13 by auditors office					(1,085,837)	
2			Budget reductions sent to auditors office 1/9/14					(1,081,830)	
3								(2,167,667)	
4									
5	Various	Various	Health Insurance adjustments of elected offices					(72,603)	Rev #20
6	Various	County Clerk	Adjustments of County Clerk					(126,652)	Rev #21
7	Various	Assessor	Adjustments of Assessor					(10,434)	Rev #22
8								(209,689)	
9									
10	001-424-xx-xxx-000	Maintenance	Estimated savings in Dept 424 CTHSE					(47,900)	
11	Various	Various	Payroll adjustment					(250,099)	
12	001-425-02-xxx-000	Maintenance	Estimated savings in Dept 425 Other bldgs					(5,000)	
13	001-403-xx-xxx-000	Cir Court	Cir Court budget Adjustment					(5,000)	
14	Various	Various	Telephone Adjustment					(150,000)	
15	Subtotal							(457,999)	
16									
17			EMS Fee costs not budgeted					83,417	
18	Subtotal							83,417	
19	Total Reductions							(2,751,938)	
20	Additional reductions which need to be made							1,148,062	
21		Approved by State							
22		Pending State							
23		Additional discussion with Dept Manager							
24		For Commissioner approval							

Budget Reductions by Department as of January 17, 2014

Department	Account	Approved 7/1/13	Budget Revisions	% Reduction Made of Total Budget
Senior Citizens	952	\$ 6,300.00	\$ (6,300.00)	-100.00%
Contingencies	699	\$ 1,032,746.00	\$ (892,738.00)	-86.44%
Public Transit	953	\$ 13,700.00	\$ (6,850.00)	-50.00%
Contributions	812	\$ 36,750.00	\$ (15,312.00)	-41.67%
Assessor	406	\$ 666,226.00	\$ (95,378.00)	-14.32%
Zoning	451	\$ 165,446.00	\$ (23,497.00)	-14.20%
Commission	401	\$ 2,031,870.00	\$ (241,313.00)	-11.88%
County Clerk Elections	413	\$ 364,580.00	\$ (43,281.00)	-11.87%
Planning and Zoning	439	\$ 529,581.00	\$ (50,851.00)	-9.60%
GIS	434	\$ 301,301.00	\$ (27,204.00)	-9.03%
County Clerk	402	\$ 955,973.00	\$ (83,371.10)	-8.72%
Dog Warden	716	\$ 345,562.00	\$ (29,668.00)	-8.59%
Other Building	425	\$ 803,000.00	\$ (52,500.00)	-6.54%
Library	916	\$ 260,000.00	\$ (15,600.00)	-6.00%
Communication Center	712	\$ 2,247,789.00	\$ (114,358.00)	-5.09%
Engineering	440	\$ 781,490.00	\$ (27,237.00)	-3.49%
Parks and Recreation	900	\$ 561,916.00	\$ (18,147.00)	-3.23%
Data Processing (IT)	428	\$ 419,506.00	\$ (13,372.00)	-3.19%
Agricultural Agent	412	\$ 143,057.00	\$ (4,335.00)	-3.03%
JCESA	715	\$ 2,236,453.00	\$ (58,100.00)	-2.60%
Sheriff's Tax Office	404	\$ 635,091.00	\$ (15,074.00)	-2.37%
Prosecuting Attorney	405	\$ 1,894,571.00	\$ (41,585.00)	-2.19%
Emergency Services	711	\$ 276,789.00	\$ (4,839.00)	-1.75%
EC Development	431	\$ 471,405.00	\$ (7,524.00)	-1.60%
Central Garage	718	\$ 357,478.00	\$ (5,275.00)	-1.48%
Law Enforcement	700	\$ 3,585,707.00	\$ (15,877.00)	-0.44%
State Wide Computer Network	408	\$ 47,197.00	\$ -	0.00%
Assessor Valuation Fund	407	\$ 423,188.00	\$ -	0.00%
Magistrate Court	415	\$ 1,015.00	\$ -	0.00%
RDA	423	\$ 41,487.00	\$ -	0.00%
Trns to other funds	436	\$ 25,000.00	\$ -	0.00%
Trns to other funds	438	\$ 22,000.00	\$ -	0.00%
Service of Process	701	\$ 18,000.00	\$ -	0.00%
Regional Jail	704	\$ 1,200,000.00	\$ -	0.00%
Arts and Humanities	903	\$ 26,250.00	\$ -	0.00%
Historical Commission	909	\$ 26,250.00	\$ -	0.00%
Visitors Bureau	911	\$ 278,224.00	\$ -	0.00%
County Clerk	975	\$ 29,300.00	\$ -	0.00%
Maintenance Dept	424	\$ 1,312,119.00	\$ 7,513.00	0.57%
Circuit Clerk	403	\$ 660,350.00	\$ 28,375.00	4.30%
Totals		\$ 25,234,667.00	\$ (1,873,698.10)	-7.43%
Net of Contingency Fund #699		\$ 24,201,921.00	\$ (980,960.10)	-4.05%
Additional Reduction Needed			(1,148,062.00)	

(1) \$427,000 which was transferred to coal severance fund not reflected in this figure

(2) Full amount represents adjustment of health insurance to actual

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 23rd day of January, 2014, the following Order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Jefferson. The following resolution was offered.

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #20 to the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by _____, and duly seconded by _____ the vote was as follows:

Dale Manuel	_____
Jane Tabb	_____
Patsy Noland	_____
Walter Pellish	_____
Lyn Widmyer	_____

Whereupon, Commissioner Manuel declared said Resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said Resolution be, and the same is, hereby adopted as so stated above, and Walter Pellish, President of the Jefferson County Commission, is authorized to affix his signature to the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Walter Pellish, President
Jefferson County Commission

Ora Ash, Director
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26302
 Phone: 627-2415 ext. 5114
 Fax: 627-2417

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

Jefferson County Commission
 GOVERNMENT ENTITY

CONTROL NUMBER
2014
 FY
1
 FUND
20
 REV. NO.
1 of 1
 PG. OF NO.
 COUNTY
 Government Type

Person To Contact Regarding Tim Stanton
 Budget Revision: 304-724-8425 ext 1008
 Phone: 304-725-7916
 Fax: 304-725-7916
 P.O. Box 250
 STREET OR PO BOX
 Charles Town
 CITY
 25414
 ZIP CODE

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	1,315,872		72,603	1,243,269
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) -72,603

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
403	Circuit Clerk	660,350	28,375		688,725
404	Sheriff-Treasurer	635,091		15,074	620,017
405	Prosecuting Attorney	1,894,571		41,585	1,852,986
406	Assessor	572,040	192		572,232
407	Assessor's Valuation Fund	517,374		12,466	504,908
700	Sheriff-Law Enforcement	3,585,707		15,877	3,569,830
716	Dog Warden/Humane Society	332,062		16,168	315,894
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures -72,603

APPROVED BY THE STATE AUDITOR
 BY: _____ Date _____
 Director, Local Government Services Division

AUTHORIZED SIGNATURE OF ENTITY _____ APPROVAL DATE _____

Budget Revision Summary

Budget Revision #20 of FY14

The Payroll Department on November 14, 2013 analyzed the health insurance budget based on actual enrollment. In the budget a 20% increase was projected. The actual premium increase was 9%. As a result budget revisions are needed. This reduction will reduce the amount needed of prior year Unassigned Fund Balance. The specific accounts to reduce are as follows:

Sheriff Treasurer	001-404-01-105-000	\$15,074
Prosecuting Attorney	001-405-01-105-000	\$41,585
Assessor Valuation	001-407-01-105-000	\$12,466
Sheriff Law Enforcement	001-700-01-105-001	\$15,877
Dog Warden	001-716-01-105-000	\$16,168

Accounts to be increased are as follows:

Circuit Clerk	001-403-01-105-000	\$28,375
Assessor	001-406-01-105-000	\$192

The offsetting revenue account to reduce is:

Unencumbered Fund Balance	001-299-00-002	\$72,603
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RESOLUTION

At a regular session of the Jefferson County Commission, held on the 23rd day of January, 2014, the following Order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Jefferson. The following resolution was offered.

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #21 to the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by _____, and duly seconded by _____ the vote was as follows:

Dale Manuel	_____
Jane Tabb	_____
Patsy Noland	_____
Walter Pellish	_____
Lyn Widmyer	_____

Whereupon, Commissioner Manuel declared said Resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said Resolution be, and the same is, hereby adopted as so stated above, and Walter Pellish, President of the Jefferson County Commission, is authorized to affix his signature to the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Walter Pellish, President
Jefferson County Commission

REQUEST FOR REVISION TO APPROVED BUDGET

CONTROL NUMBER

Ora Ash, Director
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26302
 Phone: 627-2415 ext. 5114
 Fax: 627-2417

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

2014
 FY
1
 FUND
21
 REV. NO.
1 of 1
 PG. OF NO.

Jefferson County Commission
 GOVERNMENT ENTITY

Person To Contact Regarding
 Budget Revision: **Tim Stanton**
 Phone: **304-724-8425 ext 1008**
 Fax: **304-725-7916**

P.O. Box 250
 STREET OR PO BOX
 Charles Town
 CITY
 25414
 ZIP CODE

COUNTY
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	1,243,269		126,652	1,116,617
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) -126,652

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
402	County Clerk	955,973		83,371	872,602
413	Elections-County Clerk	364,580		43,281	321,299
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures -126,652

APPROVED BY THE STATE AUDITOR
 BY: _____ Date _____
 Director, Local Government Services Division

AUTHORIZED SIGNATURE OF ENTITY _____ APPROVAL DATE _____

Budget Revision Summary

Budget Revision #21 of FY14

The County Clerk on January 15, 2014 voluntarily reduced the County Clerk's (#402) budget by \$83,371 and the Elections budget (#413) by \$43,281. The majority of the reductions are adjusting salaries and benefits to actual, and a reduction of \$8,000 for software

This reduction will reduce the amount needed of prior year Unassigned Fund Balance. The specific accounts to reduce are as followed:

Unencumbered Fund Balance	001-299-00-002	\$ 126,652
Wages	001-402-01-103-000	\$42,513
FICA	001-402-01-104-000	\$2,636
Medicare	001-402-01-104-001	\$616
Health Insurance	001-402-01-105-000	\$23,442
Retirement	001-402-01-106-000	\$6,164
Computer Software	001-402-03-353-000	\$8,000
FICA	001-413-01-104-000	\$2,349
Medicare	001-413-01-104-001	\$549
Health Insurance	001-413-01-105-000	\$2,504
Part-time help	001-413-01-108-002	\$37,879

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 23rd day of January, 2014, the following Order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Jefferson. The following resolution was offered.

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #22 to the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by _____, and duly seconded by _____ the vote was as follows:

Dale Manuel	_____
Jane Tabb	_____
Patsy Noland	_____
Walter Pellish	_____
Lyn Widmyer	_____

Whereupon, Commissioner Manuel declared said Resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said Resolution be, and the same is, hereby adopted as so stated above, and Walter Pellish, President of the Jefferson County Commission, is authorized to affix his signature to the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Walter Pellish, President
Jefferson County Commission

Ora Ash, Director
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26302
 Phone: 627-2415 ext. 5114
 Fax: 627-2417

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER

2014

FY

1

FUND

22

REV. NO.

1 of 1

PG. OF NO.

Jefferson County Commission

GOVERNMENT ENTITY

Person To Contact Regarding

Budget Revision: **Tim Stanton**

Phone: **304-724-8425 ext 1008**

Fax: **304-725-7916**

P.O. Box 250

STREET OR PO BOX

Charles Town

CITY

25414

ZIP CODE

COUNTY

Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	1,116,617		10,434	1,106,183
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

-10,434

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
406	Assessor	572,232		1,384	570,848
407	Assessor's Valuation Fund	504,908		9,050	495,858
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

-10,434

APPROVED BY THE STATE AUDITOR

BY: _____ Date _____
 Director, Local Government Services Division

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

Budget Revision Summary

Budget Revision #22 of FY14

The Assessor on January 14, 2014 agreed to reduce the salary budget in two departments resulting in actual expenditures being consistent with budget. The specific accounts to reduce are as follows:

Assessor Salaries	001-406-01-103-000	\$1,384
Assessor Valuation Salaries	001-407-01-103-000	\$9,050
Fund Balance	001-299-00-002	\$10,434

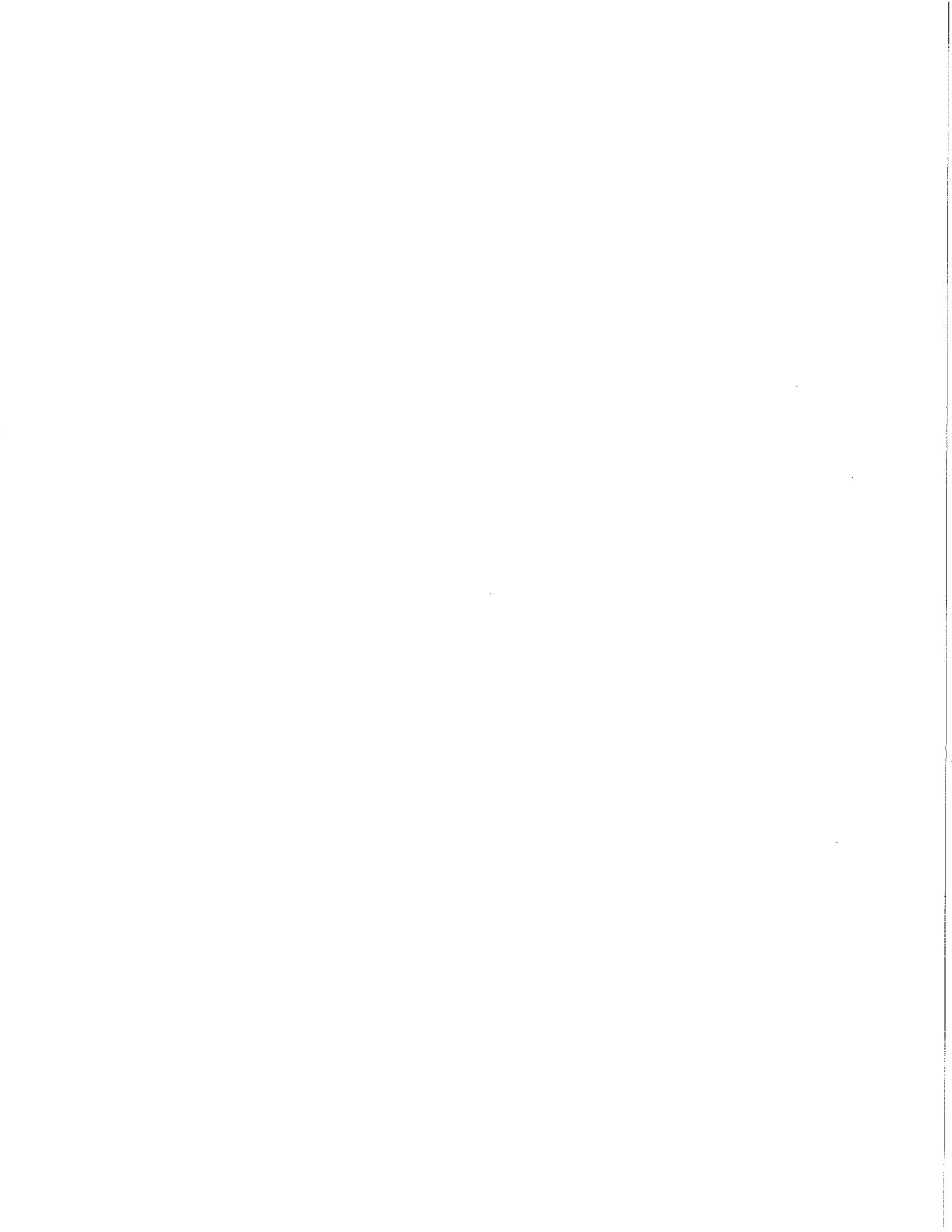
Jefferson County, West Virginia
 Department of Financial Management
 Budget Revision for Fiscal Year Ending June 30, 2014
 Internal Budget Revision
 IRB # 6

Narrative:

Request of Homeland Security to transfer funds to purchase desktop computers

Budget Line No.	Account Name	Approved Budget	Requested Additions	Requested Reduction	Revised Budget
001-711-02-230-000	Emerg Svs - Contract Services	11,000		4,500	6,500
001-711-03-354-000	Emerg Svs - Computer Hardware	0	4,500		4,500
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
Totals		11,000	4,500	4,500	11,000

IBR Prepared by:	T Stanton
Approved by: (department head/elected):	B. Miller (via Email)
Date:	1/16/14
Reviewed by:	D. Keyser (TAS)
Date:	1/17/14
	Debbie Keyser/County Administrator
Date Submitted to County Commission:	
Date Approved:	
Authorizing Signature:	



AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Patsy Noland

Department or Organization: Jefferson County Commission

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: January 23rd, 2014

If a specific date is needed, please provide reason for specific date: Budget Matters

Date Requested – 2nd Choice: Click here to enter text.

Subject (*Wording to be placed on agenda*): Discussion to determine the most cost-effective method to provide IT support to County Government.

Please provide the County Commission with a description of your request or presentation, including any background information: Due to the growing costs associated with providing in-house IT services, the County Commission should discuss and develop an RFP to determine the cost effectiveness of contracting that service.

Is this a funding request? Y/N

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I move that the County Commission develop an RFP to contract out the County's IT needs.

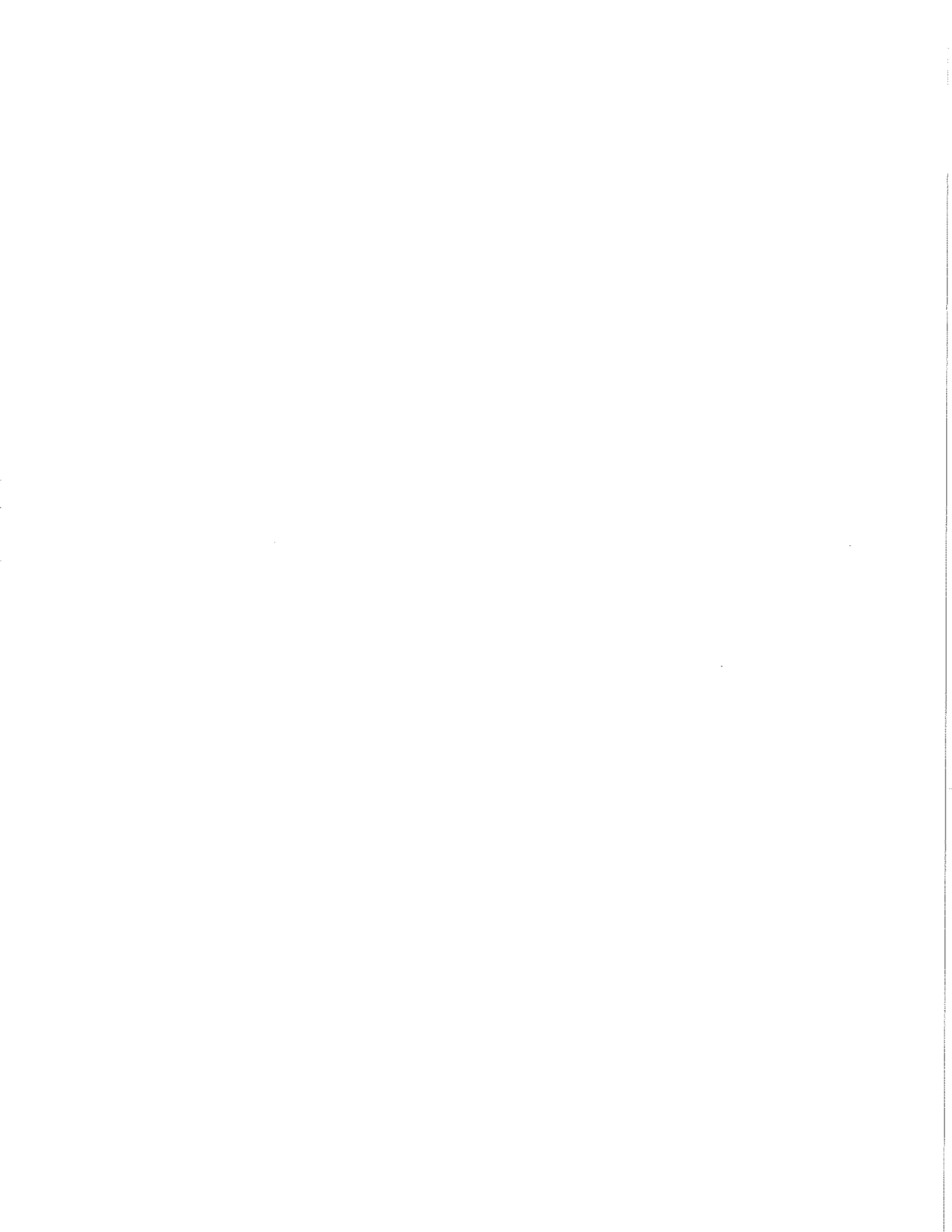
Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information:

Email address: patsynol@gmail.com Phone Number:



AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: County Commission

Department or Organization: _____

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: _____

Date Requested – 2nd Choice: _____

If a specific date is needed, please provide reason for specific date:

Subject (Wording to be placed on agenda):

Legislative Updates

Please provide the County Commission with a description of your request or presentation, including any background information:

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):

Are documents attachments? Yes No

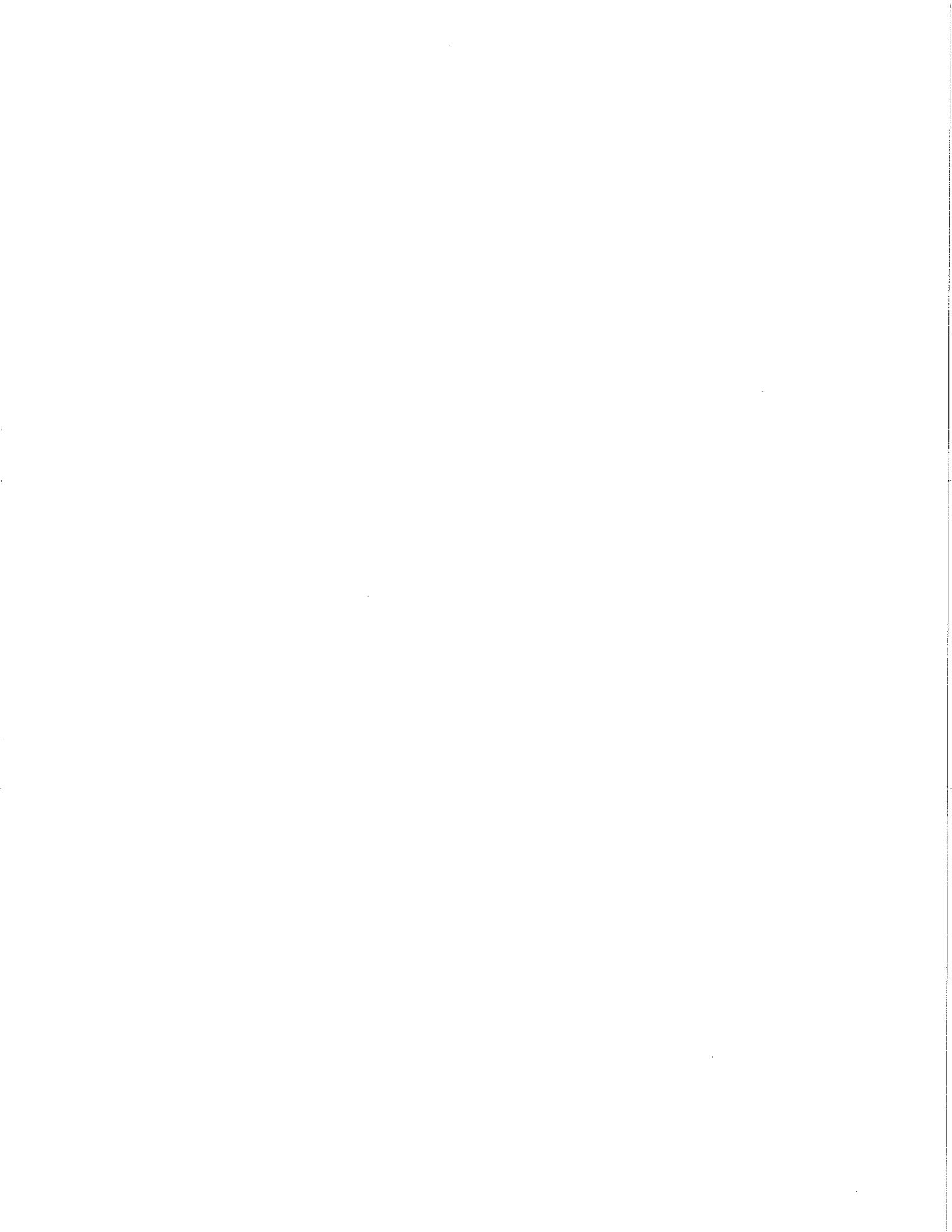
If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____



*PLEASE RUN TWO (2) TIMES
JANUARY 8 AND JANUARY 15*

JEFFERSON COUNTY COMMISSION
PUBLIC HEARING NOTICE

The Jefferson County Commission has scheduled a public hearing on a Zoning Map Amendment (Rezoning) request for the property designated as Tax District: Middleway (07); Tax Map: 1; Parcel: 2. The property is located on the north side of Route 115 (Old Rte 9 / Charles Town Rd), approximately 700 feet southeast of the Berkeley/Jefferson County Line and is a total of 107 acres. The property is currently zoned Rural and a request has been made by the owners, Ann, James, and Ernest Hunter, to change the zoning to Residential/Light Industrial/Commercial.

You may provide oral or written comments at the hearing, **6:00 PM, Thursday, January 23, 2014, in the Charles Town Library meeting room at 200 East Washington Street**, at the side entrance on Samuel Street. In addition, you may also provide written comments to info@jeffersoncountywv.org, or mail to P.O. Box 250, Charles Town, WV 25414, or fax to (304) 728-8126.

By Order of the Jefferson County Commission
Dale Manuel, President

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Jennifer Brockman

Department or Entity: Planning and Zoning

Estimation of amount of time needed for appointment: 15 minutes

Date Requested -- 1st Choice: December 5, 2013

Date Requested -- 2nd Choice: _____

If a specific date is needed, please provide reason for specific date:

Subject: Recommendation of the Planning Commission to the County Commission on the landowner-initiated petition to amend the County Zoning Map for a 107 acre property owned by Ann, James, and Ernest Hunter, designated as Tax District: Middleway (07), Map: 1, Parcel: 2, located on the north side of Route 115 (Old Route 9/Charles Town Road), approximately 700 feet southeast of the Berkeley/Jefferson County line, for the purpose of setting a public hearing to be held by the County Commission

Please provide the County Commission with a description of your request or presentation, including any background information:

On November 12, 2013, the Jefferson County Planning Commission held a Public Hearing for the purpose of receiving public input regarding a landowner-initiated petition to amend the County Zoning Map for a 107 acre property owned by Ann, James, and Ernest Hunter, designated as Tax District: Middleway (07), Map: 1, Parcel: 2, located on the north side of Route 115 (Old Route 9/Charles Town Road), approximately 700 feet southeast of the Berkeley/Jefferson County line. The property is currently vacant. The rezoning request is from the Rural zoning classification to the Residential-Light Industrial-Commercial zoning classification. Pursuant to state law, WV Code 8A-7-9(c), the County Commission must receive the advice of the Planning Commission regarding whether such a request is consistent with the County's adopted Comprehensive Plan.

To this end, the Planning Commission held a Public Hearing, reviewed the applicant's application, the staff's report on the consistency with the Comprehensive Plan, received public input, and made a determination regarding consistency with the Comprehensive Plan. Based on a review of the 2004 Comprehensive Plan and consideration of the facts and opinions presented, the Planning Commission moved to forward the petition to the County Commission with a finding that the application was consistent with the Comprehensive Plan. This motion passed with a vote of 8-0. The application and staff report will be provided to the County Commission for the packet related to the date of the Public Hearing.

In accordance with Section 12.2(C) of the Jefferson County Zoning Ordinance, subsequent to the recommendation received from the Planning Commission, all recommended map amendments require a Public Hearing before the County Commission prior to a final determination.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):

I move to schedule a Public Hearing on the Proposed Zoning Map Amendment for a 107 acre property owned by Ann, James, and Ernest Hunter, designated as Tax District: Middleway (07), Map: 1, Parcel: 2, located on the north side of Route 115 (Old Route 9/Charles Town Road), approximately 700 feet southeast of the Berkeley/Jefferson County line, on ___ (January 16, 2014)___ at 7 pm.

Le



JEFFERSON COUNTY, WEST VIRGINIA
Departments of Planning and Zoning
 116 East Washington Street, 2nd Floor, P.O. Box 338
 Charles Town, WV 25414

File Number: #713-01

Staff Initials: AB

Application Fee: \$ 6,350.00

www.jeffersoncountywv.org/government/departments/planning-and-zoning-department.html

Email planningdepartment@jeffersoncountywv.org

Phone: (304) 728-3228

Email zoning@jeffersoncountywv.org

Fax: (304) 728-8126

Zoning Map Amendment (Rezoning)

Pursuant to Article 12, a Zoning Map Amendment is a procedure to amend the official Zoning Map of the County by changing the zoning designation of a property. In order for a proposed amendment to be approved, the County Commission, with the advice of the Planning Commission, must find that the amendment is consistent with the adopted Comprehensive Plan, or if it is inconsistent, must make findings in accordance with the requirements of 8A-7-8 et seq of the WV State Code. All Amendments to the Zoning Map require a Public Hearing to be held by the Planning Commission for the purpose of making a recommendation to the County Commission. Subsequently, all recommended map amendments require a Public Hearing before the County Commission prior to a final determination.

Property owner information

Name of Property Owner: Ann Hunter, James Hunter and Ernest Hunter c/o Ann Hunter
 Mailing Address: P.O. Box 123
 City: Shenandoah Junction State: WV Zip Code: 25442
 Phone Number: 304/876-6078 Email: mesa_1@frontiernet.net

Applicant contact information

Applicant Name: Hunter Family c/o Ann Hunter
 Mailing Address: P.O. Box 123
 City: Shenandoah Junction State: WV Zip Code: 25442
 Phone Number: 304/876-6078 Email: mesa_1@frontiernet.net

Applicant representative

Name of Representative: Annette Van Hilst, R.A., The Crossroads Group
 Address of Representative: 22 Van Clevesville Road
 City: Kearneysville State: WV Zip Code: 25430
 Phone Number: 571/428-7054 Email: agvh@frontiernet.net

Physical property details

Physical Property Address: N Side of Old Rt 9 (Rt 115) approx 700 Ft SE of Berkeley/Jefferson County Line
 City: Kearneysville State: WV Zip Code: 25430
 Tax District: Middleway Map No: 1 Parcel No: 2
 Parcel Size: 107 Acres Deed Book: 1033 Page No: 658

RECEIVED

AUG 14 2013

JEFFERSON COUNTY PLANNING,
 ZONING & ENGINEERING

<u>Current</u> Zoning District	Rural (R-A)	Residential I Growth (R-G)	Industrial Commercial (I-C)	Residential- Light Industrial- Commercial (R-L-C)	Village (V)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<u>Proposed</u> Zoning District	Rural (R-A)	Residential Growth (R-G)	Industrial Commercial (I-C)	Residential- Light Industrial- Commercial (R-L-C)	Village (V)
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

For a Zoning Map Amendment request, the "burden of proof" is on the applicant to show why the proposed zoning is more appropriate than the existing zoning. Accordingly, please explain how the following factors support your proposal.

Describe your proposed use (and/or project) and describe why the Zoning Map Amendment is necessary for the proposed use (and/or project) described.

Attached _____

Describe how the Zoning Map Amendment will be consistent with the objectives and policies of the Comprehensive Plan.

Attached _____

Discuss any change(s) of transportation characteristics (i.e., type and frequency of traffic, adequacy of existing transportation routes), and neighborhood characteristics from when the original ordinance was adopted.

Attached _____

Do you request that the Planning and Zoning Staff present the petition to the Planning Commission for the purpose of setting the public hearing date?

Yes, I request that the Planning and Zoning Staff present the petition

No, I prefer to present the petition

Plat or Sketch Plan (provide as an attachment to this application)

The plat or sketch must be pursuant to Zoning Ordinance, Section 7.4 (b). The sketch plan shall include the entire original parcel as it appeared on the date this ordinance took effect. The property proposed for development shall be drawn to a reasonable scale (eg. 1" = 50', 1" = 100', or 1" = 200'). The sketch plan shall show, in simple form, the proposed layout of lots, parking areas, recreational areas, streets, building areas, and other features in relation to each other and to the tract boundaries. Contour lines should be superimposed on the sketch plan. Natural features such as woods, watercourses, prominent rock outcroppings, sinkholes and quarries shall be delineated.

Is Plat or Sketch Plan attached?

Yes No

Original signature of all property owners is required. The information given is correct to the best of my knowledge (Please attach additional signature page if needed).

Ann H. Hunter Aug. 14, 2013
Signature of Property Owner Date

Received By Date

James O. Hunter, Jr. Aug. 14, 2013
Signature of Property Owner Date

Received By Date

The Planning Commission is required to set a public hearing on the proposed Zoning Map Amendment within 60 days of the date upon which a complete petition is presented to the Planning Commission at a Planning Commission Meeting. A complete petition, and related fees, shall be submitted to Departments of Planning and Zoning for placement on the Planning Commission agenda at least two (2) weeks prior to the meeting date at which the petition will be presented. Upon request, Planning and Zoning staff can present the petition to the Planning Commission on behalf of the applicant for purpose of setting the public hearing date. At the conclusion of the Planning Commission's Public Hearing, or at the next regular Planning Commission meeting, the Planning Commission shall make a recommendation to the County Commission regarding approval or disapproval of the requested Map Amendment. This recommendation shall be forwarded to the County Commission within four (4) weeks of final Planning Commission action.

The Planning Commission finds this request consistent/inconsistent with the Comprehensive Plan by a vote of _____ for and _____ against, this day of _____, _____, _____.

Recommended Not Recommended

The County Commission finds this request consistent/inconsistent with the Comprehensive Plan by a vote of _____ for and _____ against, this day of _____, _____, _____.

Approved Disapproved

Final Determination/Other Comments

#713-01

MAP AMENDMENT PETITION
Article 12, Jefferson County Zoning Ordinance

Hunter Family:
Ann Hunter
James Hunter
Ernest Hunter
August 14, 2013

Owner:

Hunter, et. al.
c/o Ann Hunter
P.O. Box 123
Shenandoah Junction, WV 25442

Applicant:

Ann Hunter
James Hunter
Ernest Hunter
P.O. Box 123
Shenandoah Junction, WV 25442

Ordinance Citation:

Article 12 of the Jefferson County Zoning and Development Review
Ordinance as amended on November 10, 2011.

Map Amendment Definition:

“An amendment to the Zoning Map which is adopted by reference in the Zoning Ordinance that consists of a change that only applies to a specific property, changing from one existing zoning designation to another existing zoning designation. A map amendment does not permit changes, conditions or alterations to uses permitted within an existing zoning designation as all zoning designations must be uniformly applied to all property which are subject to said designation.”

RECEIVED

AUG 14 2013

JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

Substantiation for the Request:

1. The property owned by the Hunter family is currently zoned Rural and the Applicants are seeking a map amendment to the Residential/Light Industrial/Commercial District. As explained in this Petition, the Applicants believe that this change is consistent and very much compatible with the 2004 Jefferson County Comprehensive Plan;
2. There have been significant changes in this area, since the Jefferson County Zoning Ordinance was adopted in 1988. These changes include the availability of Public Water and Sewer, a significant rezoning directly north of this property approved by the County Commission and additional growth in the area. These changes are further explained in this Petition; and,
3. The Applicants believe that the Rural Zoning classification is an error in the Jefferson County Zoning Map since the property is located on a Primary Road (Route 9) as defined in the Comprehensive Plan.

Tax District, Map and Parcel Number:

Middleway Tax District, Map 1, Parcel 2

Deed Book Reference:

Deed Book 1033 at Page 658

Sketch Plat:

Attached

Tract Size:

107 Acres per deed (104.33 Acres per tax map)

Discussion on:

Comprehensive Plan compatibility of the proposed change: Included in this Petition.

Any Change of transportation characteristics and neighborhood from when the original ordinance was adopted: Included in this Petition.

A. Comprehensive Plan Compatibility

One of the most compelling indications that the requested map amendment is consistent and compatible with the 2004 Comprehensive Plan is the fact that the rezoning of the *adjacent* property to the north was determined to be consistent with the Comprehensive Plan. In 2005, just months after the adoption of the new 2004 Comprehensive Plan, both the Jefferson County Planning Commission and County Commission found that the rezoning of the adjacent 191 acre F. O. Day property was consistent with the Comprehensive Plan. The F. O. Day property did not have direct access onto (old) Route 9, while the Hunter property has a long and direct frontage to old Route 9 (now called Route 115). When the Day property was determined to be consistent with the Plan, new Route 9 was not near completion.

The Comprehensive Plan contains policies, narrative and recommendations that support this map amendment. Some of the Policies found on page 8 of the Comprehensive Plan State:

- *'This Plan encourages new development patterns that foster mixed-use neighborhoods so that a sense of community begins at the subdivision level.'*

In this case, this property is located in a neighborhood that has long been mixed-use. Baker Heights has been the home of the Veteran's Administration Center for decades and the Liberty Business Park has been there for many years. The Liberty Business Park includes the IRS and the Coast Guard. Furthermore, this property is adjacent to 191 acres that the Jefferson County Commission rezoned to Commercial/Industrial in 2005. Finally, the subject property abuts the proposed new Hospice of Eastern Panhandle operations and in-house care facility.

The property is only approximately a half a mile from the mixed-use community of Baker Heights and less than a mile from the Kearneysville Village District. Likewise, Kearneysville is also a mixed-use community.

The requested rezoning would allow the Applicants the flexibility of marketing the property to either residential users to provide needed housing for employees of the nearby VA Center and the Liberty Business Park; or, to business park developers to continue the commercial expansion of the area for other office buildings. From an economic development standpoint, it would behoove Jefferson County to allow the continued expansion of a business park on the Jefferson County side of the 'line'. Since this type of growth is being developed in the area, Jefferson County should start taking advantage of it.

The Residential/Light Industrial/Commercial District designation would allow a mix of commercial and offices uses, while allowing residential units to house the employees in the same area.

- *'This Plan encourages economic development so that residents can live and work in the County.'*

Currently, there is very little vacant land in Jefferson County that is zoned for commercial/office and mixed-use development. The requested change to the mixed-use zone will allow a mixture of these uses to stimulate economic development on Jefferson County's side of the County line.

In the Plan's Statement of Goals found on page 19, the Plan encourages growth and development in areas where infrastructure and public facilities are available. In this case, the property has access to Berkeley County's Public Water and Wastewater Treatment Facilities. In addition to Public Water and Sewer, natural gas is located very close to this property. A current primary goal of the Jefferson County Development Authority is to encourage the expansion of the availability of natural gas into Jefferson County. If permitted to develop into a business park or mixed use development, this property could be a key stepping stone for extending natural gas into Jefferson County. The property is also located within minutes of the Short Road interchange onto the new four lane Route 9. These qualities make the property an ideal candidate for a map amendment.

Finally, the Plan's goals also support commercial activities in the County; in addition to the protection of private property rights. The Hunter family chose not to speculate during the land rush last decade because they wanted to wait until such time that Route 9 was completed and other growth and development took place in the area. As a matter of fact, in the proposed zoning ordinance in 2008, this land was proposed to be zoned as a business park. That in itself is evidence that the County planners believed that this property was prime land for economic development.

The 2004 Comprehensive Plan includes numerous recommendations. However, only several of them are pertinent to this request.

Comprehensive Plan Recommendations:

Recommendation 3.01 on Page 24:

"When adjusting the Zoning Ordinance and Map to conform with the recommendations of this Plan, the County should look closely at the adjacent jurisdictions permitted uses or their fringes..."

Comment:

In this case, the adjacent jurisdiction is Berkeley County. Although Berkeley County is not zoned, Jefferson County should not ignore the fact that this area has developed into a hotbed of economic development. Because of Berkeley County's economic growth in this area, this neighborhood is now served by Public Water and Sewer. Also, this area has direct access to a primary road (old Route 9) and is just a short drive along good roads to a major interchange on the new four lane Route 9.

There is also a brand new large Sheetz Store and a new Food Lion that were constructed to serve this neighborhood. These two commercial entities are just over the Berkeley border from the subject property. Again, it would be unwise to continue to watch Berkeley County reap the economic benefits of this growth and not allow the same in Jefferson County simply because of the County line.

Recommendation 3.18 on Page 64:

“The County should continue to pursue new industrial and commercial development in order to diversify its economy, increase the tax base and thereby mitigate the problems of increasing residential growth, and provide quality employment opportunities in the workforce.”

Comment:

Again, this area has been permitted to develop into a mixed use of residential subdivisions, a business park that contains good federal government jobs and commercial businesses that locate where growth is indicated. Jefferson County is adjacent to this growth and should capitalize on the economic gains that Berkeley County has enjoyed in the same area.

According to page 71 of the 2004 Comprehensive Plan, there is a very small percentage of land that is zoned for commercial or mixed-use in Jefferson County. This percentage is estimated at approximately 5 percent. It is very difficult to achieve the goal of pursuing new industrial and commercial development if the County doesn't create new commercial and mixed-use zones. Because of the adjacent zoning in Jefferson County and the development in this area of Berkeley County, this property would be an ideal parcel of land to include in the mixed-use zone. Besides the proximity to the adjacent development, it also has access to good infrastructure, including water, sewer and roads.

Based on the preceding two major recommendations in the 2004 Comprehensive Plan, this map amendment is consistent and compatible with the Plan.

B. Change of Neighborhood

This area of Jefferson County and the adjacent area on Berkeley County have changed significantly since the Zoning Ordinance was adopted in 1988. The following are examples of these changes:

1. The Liberty Business Park was developed on the Berkeley County side of the line and contains major Coast Guard and IRS facilities. This park is less than a 1/4 of a mile from the subject property.
2. With the development of the Liberty Business Park, Public Water and Sewer were extended into the area.
3. Several residential developments have been built in this area including Quail Ridge Subdivision and Chapel View Subdivision.
4. Quad/Graphics, a very large industrial printing and distribution facility, was built in Baker Heights in the 90s.
5. In 2005, the County Commission rezoned the 191 acre F.O. Day property which borders this property to the North. The Day property was zoned Rural and the County Commission approved a map amendment to Commercial/Industrial. Two things to note regarding the differences between the properties is that the Hunter property has better access, since it directly fronts Old Route 9, and the new Route 9 wasn't even built when the Day rezoning was approved. As mentioned, both the Jefferson County Planning and County Commissions found this map amendment to be consistent with the 2004 Comprehensive Plan. There have been significant changes to the neighborhood even since the Day rezoning was approved. These changes are described below.
6. The new expanded Sheetz Store was just built in the neighborhood (approximately a 1/4 mile away). Ironically, it was relocated from Jefferson County.
7. A new Food Lion (within eyesight) was built almost adjacent to the Hunter property in the neighborhood just on the Berkeley side of the line. New grocery store construction is usually indicative of the growth potential of a neighborhood.

8. The Comfort Suites Hotel was built very close to the subject property.
9. Hospice of the Panhandle has chosen the adjacent property to the northwest for its headquarters and a multi-bed in-house care facility. This facility was a project that was approved by both Jefferson and Berkeley Counties since it straddles the County line. The project which includes over 25,000 square feet of office space and a very large inpatient center is located in both Jefferson and Berkeley Counties. It is also directly accessed from old Route 9. Interestingly, the Hospice property requested a variance to reduce the setback for the complex almost in half along the Hunter property and the Hunter family had no problem with the variance being granted. Needless to say, that development is now very close to the Hunter property line. This project is also nearing completion.
10. The new Route 9 was completed with direct four lane access to Route 81. This route is approximately one mile from the subject property and has a major interchange that services the area. Old Route 9 (Route 115), still considered a Primary Road by the Comprehensive Plan, services the Hunter property and leads into Short Road that has direct access to the new interchange. The property is nearly in between two major interchanges (Shepherdstown Exit and Short Road Exit) to the new four lane Route 9. This makes the property ideal for development.

Summarizing the Change of Neighborhood, it is essential to note the following:

1. Availability of Public Utilities:

Public Water and Wastewater facilities serve this area. Natural gas service is also available in this area and any growth would help facilitate the expansion of natural gas (a priority of the JCDA and its Industrial Park) into Jefferson County. One of the major goals of the Comprehensive Plan states that the Plan should:

‘Encourage growth and development in areas where sewer, water, schools, and other public facilities are available or can be provided without unreasonable costs to the community’.

This is certainly an area to achieve this goal. Even in the proposed new Comprehensive Plan process, the preferred growth areas have been mentioned to be located where public water and sewer and good road access is already available. This property definitely meets that criteria. This is another reason that the previous planners picked this property to be in a commercial business park district.

2. Growth in the Corridor:

Since the adoption of the original Zoning Ordinance in 1988, this area has grown considerably. The significant growth includes: Quail Ridge and Chapel View Subdivisions; Hospice Offices and Treatment complex; large Sheetz; Food Lion; Quad/Graphics in Baker Heights and the Liberty Business Park. These types of developments along with the existing growth in the Kearneysville and Baker Heights area illustrate that mixed-use development along old Route 9 is very much consistent with the Comprehensive Plan; especially since most of these came after the Plan was adopted in 2004. The map amendment for the subject property would ideally fit into this neighborhood's mixed use.

C. Change of Transportation Characteristics:

There have been positive changes in the transportation and traffic characteristics in this area. Old Route 9 was very much enhanced just north of the property when Quad/Graphics was developed in Baker Heights. The road was widened and improved to accommodate the large volume of tractor trailer traffic associated with that industry.

However, the major change in transportation characteristics is the finished Route 9. It is the direct four lane link to Route 81 that Jefferson County had been endorsing for many years. This road has opened up both trade routes and commuter routes in and out of Jefferson County. As mentioned previously, The Hunter property has access via good roads (old Route 9 (Route 115)) to both the Short Road and Shepherdstown interchanges onto new Route 9. The Hunter property is located in between these interchanges. The new Route 9 and Public Water and Sewer in this area make this property an ideal property for a mixed-use development.

These changes and improvements to the transportation system have taken place since 1988 when the Zoning Ordinance was adopted; and, most of them have taken place since the 2004 Comprehensive Plan was written. While the Comprehensive Plan is being updated these road improvements should be included in the new Plan. All of these improvements have had a very positive effect on the transportation characteristics and traffic flow in this area and neighborhood. The new Route 9 should be recognized as a driving force for the new preferred growth areas. Accordingly, these changes should have a positive effect on this Petition for a map amendment.

D. Error in the Original Zoning Map

Listed below are several reasons why the Hunter property should have been zoned for development in 1988. These reasons have already been discussed in detail in this Petition. However, all of these were true in 1988 when the Zoning Ordinance was adopted. They were also true in 2004 when the Comprehensive Plan was adopted. These are some of the reasons that the adjacent property was rezoned in 2005 and that the Hunter property was shown as a business park on the adopted Zoning Map in 2008. However, irrespective of the error on the Zoning Map, these reasons alone would support the requested map amendment to the mixed-use classification:

1. The property is located on a Primary Road as defined by the Comprehensive Plan. There are only two roads defined as Primary Roads in Jefferson County (Route 340 and old Route 9 (Route 115));
2. The property has access to public water and public wastewater services; and,
3. The property is located between two unincorporated mixed-use communities (Baker Heights and Kearneysville).

Add the other compelling factors including the development of: the Liberty Business Park; Residential Subdivisions; the large Sheetz store, the new Food Lion, Hospice of the Panhandle; and, the new Route 9 and there is no reason why this property should remain zoned 'Rural'.

E. Conclusion:

The Hunter family respectfully requests that the County Commission approve this map amendment to the Jefferson County Zoning Map. This Petition cites many reasons why the map amendment should be approved. These reasons include: the consistency of the request to the 2004 Comprehensive Plan; the recent actions of the County Commission regarding rezoning the adjacent property; the fact that the property should always have been classified as a business or mixed-use district; the positive changes in the transportation characteristics in the area, especially the construction of Route 9; the changes in the neighborhood from when the original zoning ordinance was adopted (including the development of a business park nearly across the street; and, the fact that the property has access to Public Water and Sewer. This map amendment will change the zoning classification on the Applicant's property from the Rural District to the Residential/Light Industrial/Commercial District.

Ann H. Hunter

Ann Hunter

Aug. 14, 2013

Date

James O. Hunter, Jr.

James Hunter

Aug. 14, 2013

Date

Ernest Hunter

Date

Minutes
Jefferson County Planning Commission
November 12, 2013

The Jefferson County Planning Commission met on November 12, 2013, with the following Commission members present: Paul Taylor, President; Daniel Hayes, Vice President; Gene Taylor, Secretary; Walt Pellish, Stephen Stolipher, Bill McLeod, Wade Louthan, and Darlene Truman. Staff members present included Jennifer Brockman, Director of Planning and Zoning; Seth Rivard, County Planner; Stephen Groh, Assistant County Prosecuting Attorney; and Alexandra Beaulieu, Planning Clerk.

Mr. Gary Phalen was absent without notice.

Mr. Taylor called the meeting to order at 6:58 PM.

1. Approval of the minutes from the September 10, 2013 Planning Commission Meeting.

Mr. Hayes motioned to approve the minutes. Mr. Stolipher seconded the motion, which carried unanimously.

2. Citizen Communications. None.

3. Request for postponement. None.

4. Petition by Ann, James, and Ernest Hunter for a zoning map amendment to the Planning Commission for the purpose of scheduling a public hearing within 60 days. This property is currently zoned Rural and the applicant is requesting Residential-Light Industrial-Commercial zoning. This property is located on the north side of Old Route 9 (Route 115) approximately 700 feet southeast of Berkeley/Jefferson County Line. District: Middleway (07); Tax Map: 1; Parcel: 2.

Mr. Rivard provided a staff report. He stated that staff supported the request and noted that the re-zoning request is in compliance with the 2004 Comprehensive Plan in that adjacent jurisdictions included a number of commercial businesses. Mr. Rivard stated that the property could be served by public water and sewer from Berkeley County.

Ms. Annette van Hilst presented the request on behalf of the Hunter Family. She distributed a paper copy of her Power Point presentation to the Planning Commission members and staff. Ms. van Hilst reviewed recent changes in the area since 1988, when zoning was first put into effect in Jefferson County. She noted the close proximity to Berkeley County commercial businesses including Liberty Business Park, Comfort Inn, Sheetz, and the Hospice Office and Care Center (currently under construction). Ms. van Hilst stated that the request was consistent with the 2004 Comprehensive Plan in that it recognized existing development surrounding the property, as well as the potential for development on the proposed property with the ability to be served by public water and sewer, and natural gas.

Ms. Brockman read into the record a letter from Mr. John Reisenweber from the Jefferson County Development Authority which stated that the JCDA was in support of the re-zoning request. *A copy of the letter is available for review in the office of the Departments of Planning and Zoning.*

Mr. Stolipher motioned to close public comment. Mr. Gene Taylor seconded the motion, which carried unanimously.

Mr. Stolipher motioned to recommend to the County Commission approval of the Zoning Map Amendment request to change the zoning designation of the above referenced parcel from Rural to Residential-Light Industrial-Commercial.

Mr. Pellish seconded the motion, which carried unanimously.

5. Presentation by Martin Burke regarding Historic Landmarks Commission and potential Zoning Ordinance Text Amendment effort (discussion and possible recommendation).

Mr. Burke provided a PowerPoint presentation which included an overview of the history and role of the Jefferson County Historic Landmarks Commission. Mr. Burke also provided an overview of the most recent inventory, which included an update on critical historic features lost in recent years.

The Planning Commission discussed the request and determined that the concerns would be addressed by the Steering Committee in the 2014 Comprehensive Plan.

Mr. Hayes recommended that no action be taken at this time.

Ms. Truman seconded the motion, which carried unanimously.

6. Discussion and possible recommendation regarding proposed text amendment to the Zoning and Land Development Ordinance (Section 4.11) regarding landscaping between similar non-residential uses.

Ms. Brockman reviewed the recommended text amendment which specifically applied to Section 4.11A, "All commercial development adjacent to all other uses must maintain ten (10) foot side and rear yard landscape buffers". Ms. Brockman stated that staff had wanted to address an amendment to Section 4.11 for some time and that recently the Development Authority requested staff review and consider an amendment.

Mr. Rivard stated that staff recommended a reduction in the required landscaping. He reviewed the proposed amendment which included a net result over a 100 foot linear planting of 4 evergreen/deciduous trees, at least 2 of which shall be evergreen (every 25 feet); 4 ornamental trees (every 25 feet); and 12 shrubs. He requested that the PC schedule a public hearing and then forward to the County Commission for approval.

Mr. Pellish recommended staff review the amendment with the Development Authority to receive their input. He stated that the Coast Guard building in the Burr Industrial Park would be a good example because they spent around forty thousand dollars in landscaping.

Mr. Stolipher seconded Mr. Pellish's recommendation to receive JCDA's input and schedule a public hearing. The motion carried unanimously.

Mr. Paul Taylor set a public hearing for December 10, 2013.

7. Reports from Legal Counsel and legal advice to the Planning Commission.

Active Litigation:

- Far Away Farms

Mr. Groh stated that a hearing for Far Away Farms was held. He stated that he was awaiting final determination and that he would hopefully have it within the next month.

8. Director's Report.

- Update on 2014 Comprehensive Plan.

Ms. Brockman stated that the public input meetings and Stakeholders Sessions were successful. She reviewed the upcoming Steering Committee meeting dates. Ms. Brockman reviewed the current status of the proposed Zoning Ordinance text amendments related to agricultural uses and the New Zoning Categories. She noted that the date October 25, 2013 cited as the date the County Commission made their initial motion should be October 25, 2012. Ms. Brockman provided an overview of the recent

determination by the BZA regarding the Section 5.7(d), "Maximum Number of Lots Allowed" (in the Rural District). She stated that the decision of the BZA resulted in the ability of any property that was of record on October 5, 1988 to be divided to create two (2) lots and a residue every five (5) years as long as the lots could meet Health Department requirements and were a minimum of 40,000 square feet. She added that there were limitations on the number of lots that could be located on a right-of-way before a county grade road was required.

9. **Planning Commission Exchange and Liaison Reports:** None.

10. **President's Report.** None.

11. **Actionable Correspondence.** None.

12. **Non-Actionable Correspondence.**

Mr. Paul Taylor noted a letter from Mr. Todd Hooker RE: Old Standard Quarry Brownfield Development District (09-16-13) and an email received from Mr. Joe Spurgas RE: MGM Well Water Flow Test Results (10-16-13). Ms. Brockman stated that staff were working with the County Clerk to have the letter from Mr. Hooker recorded along with the Plat.

13. **Signing of approved Motions from previous Planning Commission meetings.**


Mr. Paul Taylor signed the motion to approve the Zoning Map Amendment request from the Hunter Family. Mr. Hayes signed one of three motions to approve the waiver requests submitted by the Bloomery Plantation Distillery from August 13, 2013.

Mr. Stolipher motioned to adjourn the meeting at 8:36 PM. Mr. Hayes seconded the motion, which carried unanimously.

Staff Report
Jefferson County Planning Commission Meeting
November 12, 2013

Hunter Family Zoning Map Amendment PC File #Z13-01

Agenda Item #4: Zoning Map Amendment for applicant Hunter Family c/o Ann Hunter to be re-zoned from Rural to Residential-Light Industrial-Commercial.

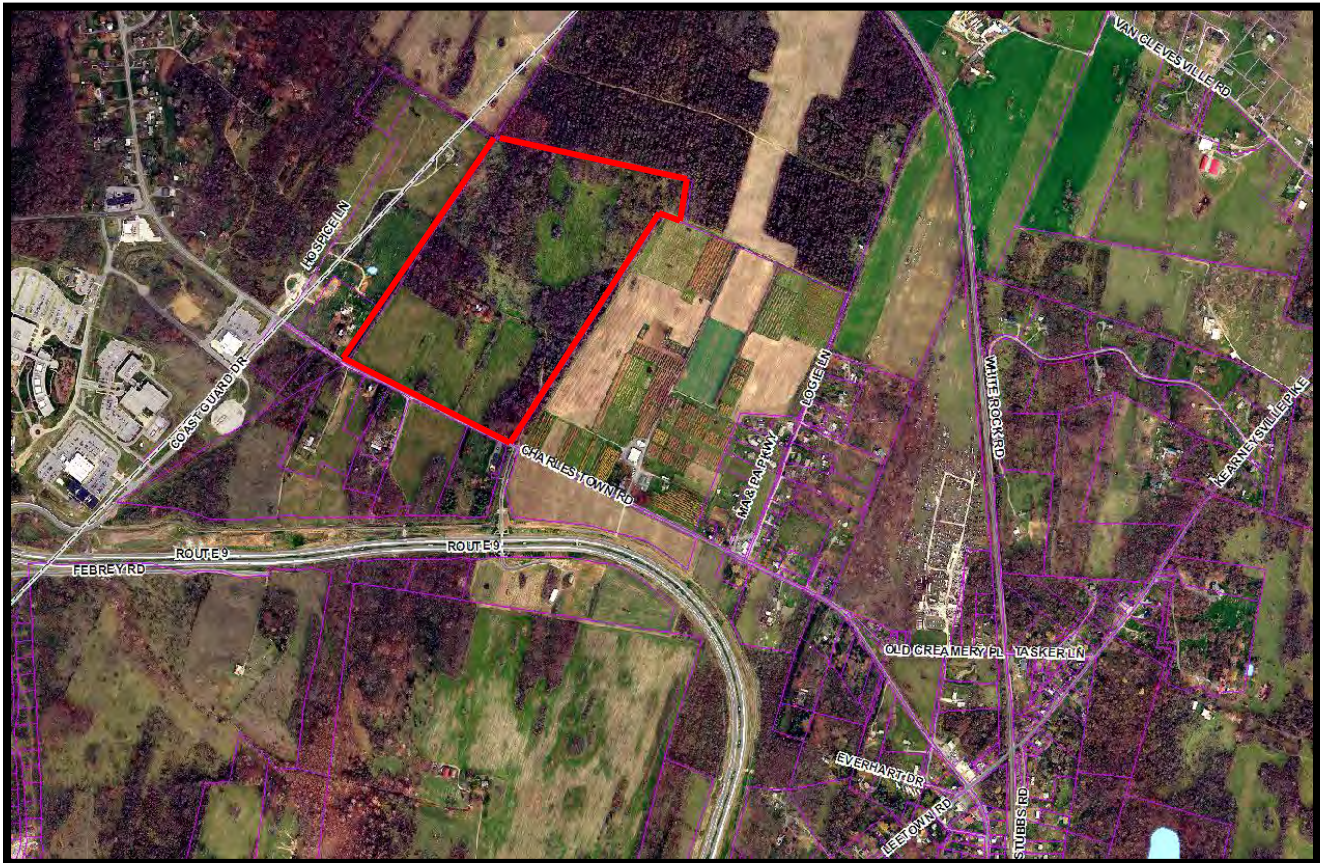
APPLICANT:	Hunter Family c/o Ann Hunter
OWNER:	Ann, James, and Ernest Hunter
DEVELOPER:	N/A
APPLICANT REPRESENTATIVE:	Annette Van Hilst, R.A. The Crossroads Group
PROPERTY LOCATION:	The property is located on the north side of Old Route 9 (Route 115); Approx. 700 feet southeast of Berkley/Jefferson County line.
LEGAL DESCRIPTION:	District: Middleway (07); Map: 1; Parcel: 2 
ZONING DISTRICT:	Rural
SURROUNDING PROPERTIES:	North: I-C East: R South: R West: R
LOT AREA:	107 acres
PROPOSED ACTIVITY:	To rezone this Rural property to a designation of Residential-Light Industrial-Commercial.
PLANNING COMMISSION RESPONSIBILITY:	To advise the County Commission as to whether the requested Zoning Map Amendment is consistent with the 2004 Comprehensive Plan.
STAFF FINDING:	In this report, Staff presents the various factors related to this property based on the Comprehensive Plan. Staff finds the request to be consistent with the 2004 Comprehensive Plan.

Staff Report
Jefferson County Planning Commission Meeting
November 12, 2013

Background

This property is a vacant lot off of Route 115 (Old Route 9) near the intersection with Short Road (Berkeley County) in Kearneysville, WV. Image 1 is a location map showing the parcel requested for rezoning.

Image 1



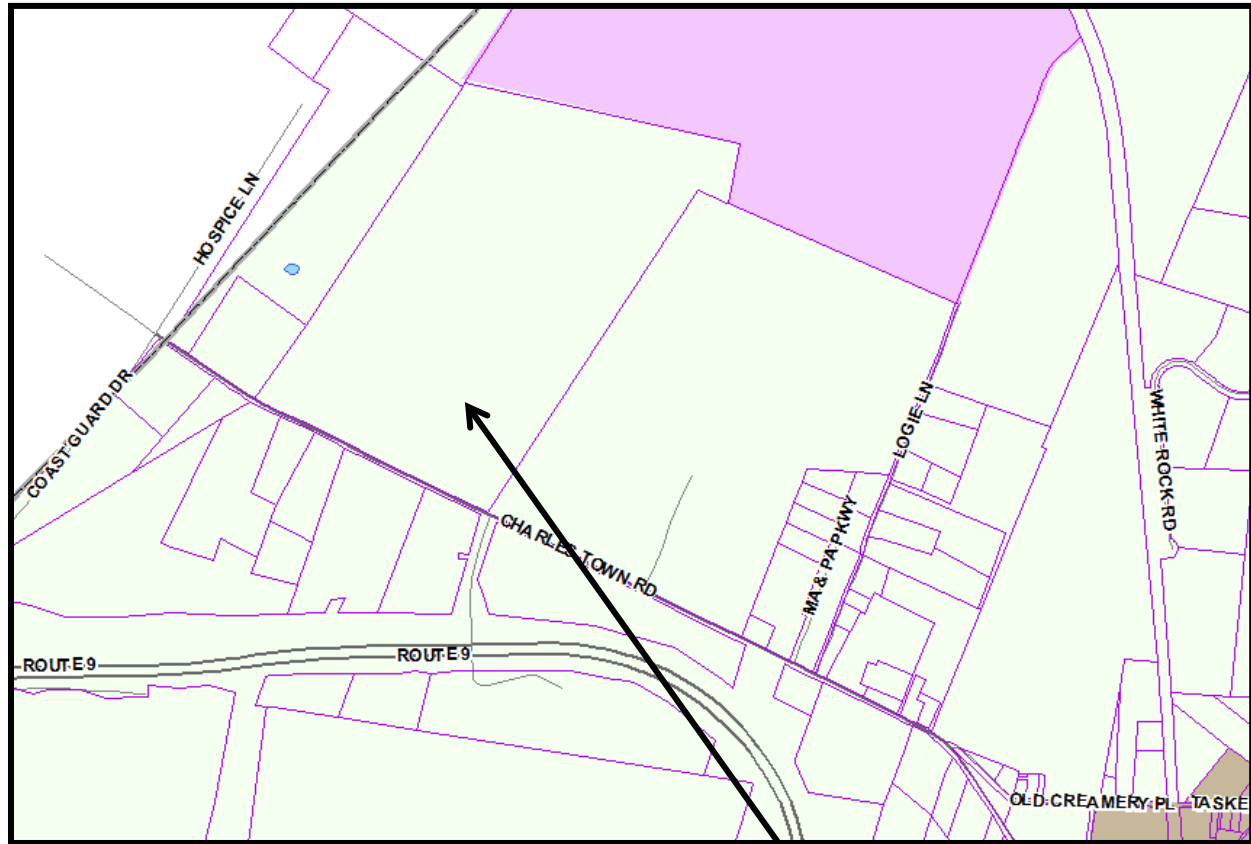
Introduction and Purpose

The applicant has requested to rezone the 107 acre property from Rural to Residential-Light Industrial-Commercial. Access to the property is from Route 115 (Old Route 9 / Charles Town Road). The zoning surrounding the subject property is primarily Rural, with the exception of the 191 acre parcel to the north of the property, which is zoned Industrial-Commercial. The rural property to the west of this property is being developed for Hospice Regional Offices with a 25,738 sq. ft. office building as well as a 14-bed facility, with a possible future expansion to a 21-bed facility.

Image 2, below, shows the current zoning for surrounding parcels.

Staff Report
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Image 2



Zoning District

- Incorporated Town
- Industrial-Commercial
- Residential-Growth
- Residential-Light Industrial-Commercial
- Rural
- Village

Subject Property

Statutory Authority and Requirements

The West Virginia State Code, Section 8a-7-9, and Section 12.2 (b) of the Jefferson County Zoning and Land Development Ordinance detail the process by which boundaries of zoning districts may be amended in response to a petition of 50% or more of the property owners. Both state that before amending the Zoning Ordinance text or map, *“the governing body, with the advice of the Planning Commission, must find that the amendment is consistent with the adopted Comprehensive Plan”*, or if it is inconsistent, *“then the governing body with the advice of the Planning Commission, must find that there have been major changes of an economic, physical or social nature within the area involved, which were not anticipated when the comprehensive plan was adopted and those changes have substantially altered the basic characteristics of the area[See WVC 8A-7-9(c)].”*

Staff Report

Jefferson County Planning Commission Meeting

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Scope of this Assessment

This report focuses on whether or not the Zoning Map Amendment application is consistent with the Comprehensive Plan. It concludes that the request is consistent with Comprehensive Plan.

The format for this assessment includes quotes from specific provisions of the Comprehensive Plan, which are identified by page number citation at the end of the sentence where it is quoted. Staff has used these notations and quotations in order to address sections of the Comprehensive Plan as it relates to the proposed rezoning. Identification of the specific page numbers where these provisions can be found in the Plan permits the Planning Commission and/or County Commission to easily locate the particular provision and personally evaluate the provision in the context of the larger Plan document. When available or appropriate, map references are provided with maps located in the Appendix to this report.

It should also be noted that the Comprehensive Plan states, *“Its recommendations are (by their nature and intent) general and, as such, sometimes conflicting. It will not be difficult to find two that individually justify and conflict with many land use proposals.”* In that sense, there are many plan references that are identified in this report that can or may appear to support or fail to support a finding of consistency between the proposed rezoning and the Comprehensive Plan. In the final analysis, each member of the Planning Commission and the County Commission will need to weigh the degree to which various plan provisions are of greater or less importance, in establishing their respective findings regarding the application.

Finally, this report provides a Staff recommendation concerning the proposed rezoning based on review of the various plan sections and elements. The recommendations should be considered the professional opinion of staff; no more and no less. Since the Planning and Zoning staff have no statutory authority to make decisions in this regard, we defer to the Planning Commission, and subsequently the County Commission, for any final recommendation or decision that may be forthcoming, with respect to the subject application.

Relevant Comprehensive Plan Elements and Commentary

Proposed Zoning District – Residential-Light Industrial-Commercial (RLIC):

The Comprehensive Plan provides the following perspective on the Residential-Light Industrial-Commercial zoning district, which the applicant is requesting:

- *“...commonly referred to as the "mixed use" zone, permits uses of a light industrial and commercial nature, as well as a spectrum of residential and institutional uses ranging from single-family dwelling units to multi-family apartments and group homes. Residential uses must conform to the standards set forth in the Residential Growth District, but industrial and commercial uses are required to conform to a set of specific performance criteria, which include numerical measurements of several factors for uses that may have nuisance effects on adjacent uses (pg. 71).*
- *There are two issues regarding this district that should be studied as part of planned amendments to the Zoning Ordinance. First, most ordinances that have "mixed use" zones require certain minimum percentages of land usage in residential, commercial and dedicated open space. Jefferson County's Ordinance doesn't. Land in this district can be developed entirely for commercial or residential use or any combination thereof (pg. 71).”*

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The Plan does detail some of the potential benefits of the Residential-Light Industrial-Commercial District and a number of concerns with the district. While this district is defined as mixed used, it does not require any mixing of uses, it merely allows for the possibility. The district allows two vaguely defined uses as permitted by right, “Commercial Uses” or “Uses of light industrial.” “Uses of light industrial” is essentially defined by uses that are not defined as heavy industrial and commercial uses. There is wide latitude for the ability to interpret what qualifies as light industrial use. These two terms allow for some interpretation of what they mean and what is permitted. As such, there are a variety of uses that could be proposed on the subject property, each of which could have very different impacts.

This property is large enough to support light industrial activity, commercial activity, such as a gas station, multiple fast food restaurants or a few sit down restaurants.

Transportation Impacts:

The Comprehensive Plan discusses the critical role of the transportation routes, noting:

- *“With the increase in population in the last three decades, Jefferson County's roads have had to bear the combined burden of increased traffic volume and heavier commercial vehicles. As a result, the deficiencies of the highway and road systems have become more critical. Inadequate funding and increases in transportation demand are conditions which probably will be facing the people of Jefferson County indefinitely (pg. 26).”*

The property proposed to be rezoned is located along Route 115 (Charles Town Road, also referred to as Old Route 9) with approximately 1650 foot of road frontage. The property is approximately ½ mile from the signalized intersection of Short Road and Route 115. With the opening of the new Route 9, the traffic on Route 115 has decreased and opened up increased transportation opportunities. Route 9 now provides easy access to a 4 lane road to I-81. The commercial interchange node around Route 9, Short Road, and Charles Town Road would presumably continue to expand in the future.

Water and Sewer Proximity:

The property could be served by Berkley County’s public water and wastewater system. Adjacent to this property is the new Hospice facility, which has public water and sewer from Berkeley County. The Comprehensive Plan encourages urban level development to be on a central water and sewer system, whether public or privately owned. Therefore, the requested rezoning would conform to this aspect of the 2004 Comprehensive Plan.

Areas for Economic Opportunity:

The Plan Policies on page 8 note:

- *“This Plan encourages new development patterns that foster mixed-use neighborhoods, so that a sense of community begins at the subdivision level.”*
- *“This plan encourages economic development so that residents can live and work in the county.”*
- *“This plan recognizes existing population centers as the focus of new, more intense development and the importance of working with municipalities to assure a pattern of development consistent with the Plan vision.”*

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- *“This Plan identifies strategies to assure that community facilities and transportation infrastructure are provided in sequence with new development.”*

Staff concurs with the need for mixed development to provide for a variety of uses when possible. This lot is adjacent to a property consisting of 191 acres that is zoned Industrial-Commercial to the north and abuts the railroad. The Hospice of the Eastern Panhandle in-house care facility is located to the west of the property. To the east is the West Virginia University's Kearneysville Tree Fruit Research and Education Center. Across the street and just to the west is Liberty Business Park, which includes the US Coast Guard, IRS, and Food Lion.

Developing economic development zones and employment centers addresses key elements of the 2004 Comprehensive Plan and also provides Jefferson County with multiple long term benefits. The possibility of an employment area in this location would assist in allowing more Jefferson County residents to live and work in the county, and an employment and commercial center would enlarge the tax base of the county, which addresses Recommendation 3.18 of the Comprehensive Plan (shown below). Rezoning and development of this property is in keeping with the Plan Policies and is in keeping with good planning. Being a commercial and light industrial area with water, sewer and natural gas, prudent planning concentrates uses where services currently exist.

Recommendation 3.18: The County should continue to pursue new industrial and commercial development in order to diversify its economy, increase the tax base and thereby mitigate the problems of increasing residential growth, and provide quality employment opportunities to its workforce (pg. 64).

Adjacent Jurisdictions Permitted Uses and Appropriate Development Location:

The Comprehensive Plan notes on page 24 that:

When adjusting the Zoning Ordinance and Map to conform with the recommendations of this Plan, the County should look closely at the adjacent jurisdictions permitted uses or their fringes so as to:

- a. Not create competitive edges to develop in as opposed to the municipality or vice versa;*
- b. Avoid conflicts in uses between any two adjacent uses;*
- c. Provide for all uses including transitional zones between and adjacent jurisdictions; and,*
- d. Create density caps where they do not currently exist.*

With the development and adjacent uses served by public water and sewer nearby in Berkeley County, it is rational that similar activity would occur in Jefferson County. This would not create competitive edges and could complement adjacent uses, thereby reducing conflicts between adjacent uses. Building upon the adjacent uses promotes the interconnection of development and business opportunity for both counties. This evaluation is predicated upon the fact that there is existing infrastructure – water, sewer, natural gas, and suitable transportation network – at this location. As noted above, the area around Route 9, Short Road, and Charles Town Road is a commercial interchange node that could offer business opportunities in the future. As this activity crosses into Jefferson County, planning for the adjacent uses and providing a transition from Jefferson County to Berkeley County should be considered in greater detail.

Staff Report
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In addition, the 2004 Plan remarks:

Advanced and comprehensive planning will save money. Careful consideration of the many interrelated factors of the total community will help assure that every new development in the County is properly located and designed so that it will not unreasonably burden the location and provision of essential public and community services and assets. In other words, it will help ensure that the community receives the most product or service for the tax and community association dollar it pays (pg. 15).

The Statement of Goals outlines the following:

Encourage growth and development in areas where sewer, water, schools, and other public facilities are available or can be provided without unreasonable cost to the community (pg. 19).

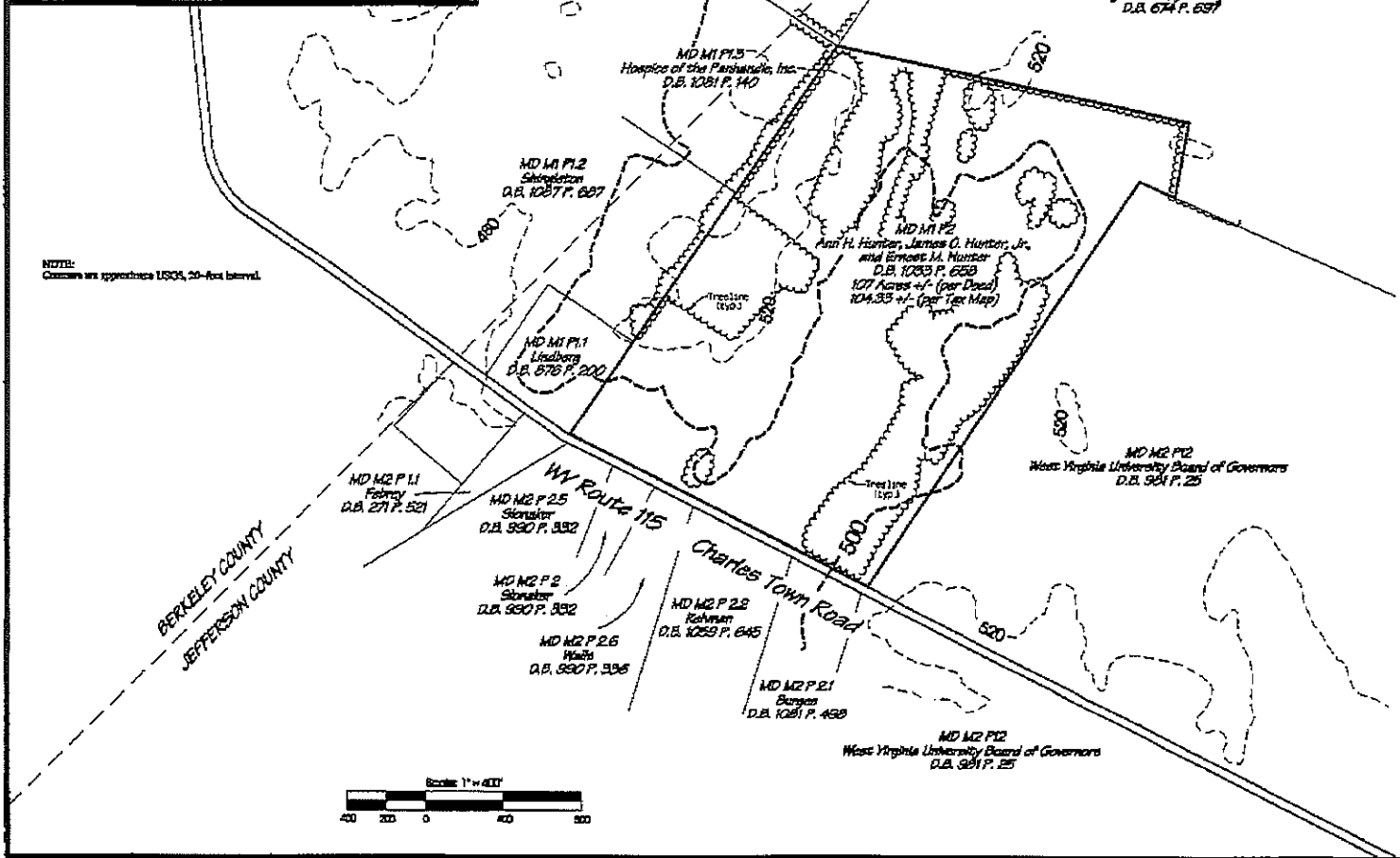
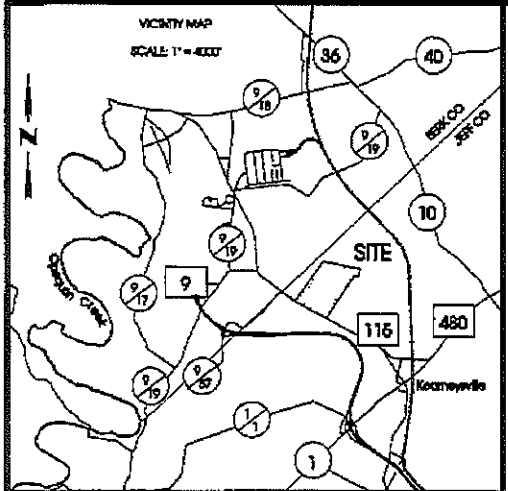
As outlined in multiple sections of this report, proper location of new development and activity needs to be located so as to not create an unreasonable burden to the proposed location. Just as important, the essential services that will be required to support the proposed activity are available. The proposed rezoning is located in an area that meets the intent of the above mentioned criteria. The purpose of good planning is to build upon the assets in a particular location, instead of promoting inappropriate areas prematurely.

Staff Recommendation

Staff finds the proposed rezoning to be consistent with the 2004 Comprehensive Plan. Adjacent to this lot to the west and southwest is institutional and commercial development; to the north is undeveloped Industrial-Commercial zoning with railroad access; and the property is able to be served by urban level water, sewer, and natural gas services as well as an adequate transportation network. The requested rezoning to Residential-Light Industrial-Commercial is reasonable.

The Comprehensive Plan supports growth in locations where there are contiguous properties that already possess the requested uses with urban level services, which supports future development in this area. While the proposed rezoning is not within a Growth Area, as defined by the 2004 Comprehensive Plan, the plan itself does note that “*When adjusting the Zoning Ordinance and Map to conform with the recommendations of this Plan, the County should look closely at the adjacent jurisdictions permitted uses or their fringes*”...and...“*Encourage growth and development in areas where sewer, water, schools, and other public facilities are available or can be provided without unreasonable cost to the community.*” The area under consideration is affected by adjacent uses and the public services available to it and it is reasonable to expect such uses to continue to expand in this location. The rezoning is an extension of the activity.

Staff would suggest that any development of this property be required to connect to Berkeley County’s public utilities and attempt to preserve some of the large high quality canopy trees on the property. As part of the site plan process, landscaping is required and retention of some of the trees could count toward the required landscaping.



Sketch Showing
**Proposed Rezoning of
Hunter Property**
Middleway District
Jefferson County, WV
On August 2013
Scale: 1" = 400'

Appalachian Surveys, PLLC
401 S. FAIRMONT COLLEGE RD., SUITE 3
DUNSMUIR, WV 26039-1511
PHONE: 304.794.0226
FAX: 304.794.0210
WWW.APPALACHIANSURVEYSPLLC.COM

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Jennifer Brockman

Department or Organization: Planning and Zoning

Estimation of amount of time needed for appointment: 2 hours

Date Requested – 1st Choice: January 23, 2014, 7 pm (already set by CC)
If a specific date is needed, please provide reason for specific date: Already set by CC

Date Requested – 2nd Choice: N/A

Subject (*Wording to be placed on agenda*): Workshop/Discussion regarding proposed Zoning Ordinance Text Amendment (ZTA 12-01) to establish additional commercial and industrial zoning district categories, and related changes to the ordinance; including changes to the following sections of the Zoning and Land Development Ordinance: 4.4; 4.6; 4.10; 4.11; 5.1; 5.4; 5.6; 5.7; 5.8; 5.10; 6.3; 6.5; 8.1; 8.9; 8.12; 12.2; 12.3; Appendices A, B, and C; and the addition of new Sections 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 and 5.17– Discussion and possible Action.

Please provide the County Commission with a description of your request or presentation, including any background information:

At their July 9, 2013 meeting, the Planning Commission requested that the County Commission revisit their motion of October 25, 2012 and take up the Zoning Text amendment (now referred to as ZTA 12-01) at the point in the process where it was suspended, for approval of the County Commission. On November 21, 2013, the Jefferson County Commission held a Public Hearing to consider public input regarding proposed Zoning Ordinance Text Amendments (ZTA 12-01) to establish additional commercial and industrial zoning district categories, and related changes to the ordinance affecting multiple sections of the Zoning and Land Development Ordinance noted above. Comments received at this hearing did not result in recommended changes in the proposed text but questioned the timing of the amendment.

Attached is a complete set of the pages containing the proposed text amendments as well as a map of the 2004 Plan growth area with recent zone changes noted. The County Commission has requested this meeting for the purpose of reviewing the proposed changes line by line and possible action on the amendment as a whole.

Is this a funding request? NO

If so, how much? N/A

Provide exact financial impact/request: N/A.

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

I move to approve the Proposed Zoning Ordinance Text Amendment (ZTA 12-01) to establish additional commercial and industrial zoning district categories, and related changes to the ordinance; including changes to the following sections of the Zoning and Land Development Ordinance: 4.4; 4.6; 4.10; 4.11; 5.1; 5.4; 5.6; 5.7; 5.8; 5.10; 6.3; 6.5; 8.1; 8.9; 8.12; 12.2; 12.3; Appendices A, B, and C; and the addition of new Sections 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 and 5.17, including allowing staff to make clerical and related scrivener's error corrections.

Attach supporting documents for request, or request may be denied.
If not attached, explain: [Click here to enter text.](#)

Is equipment needed? Projector Probably Internet/Wi Fi No Telephone for conference call Y/N No

Contact information:

Email address: planningdepartment@jeffersoncountywv.org Phone Number: 304-728-3228

Attachments:

- **Key to Formatting of Amendments date June 6, 2013.**
- **Changes to Draft Zoning Text Amendments – Proposed Commercial and Industrial Districts and Related Changes**
- **Revised draft of the ordinance amendments, including Appendices A, B, and C and revisions to Section 2.2 (Definitions).**
- **Study Area Map from the adopted 2004 Comprehensive Plan with recent zoning map amendments noted.**

Key to Formatting of Amendments:

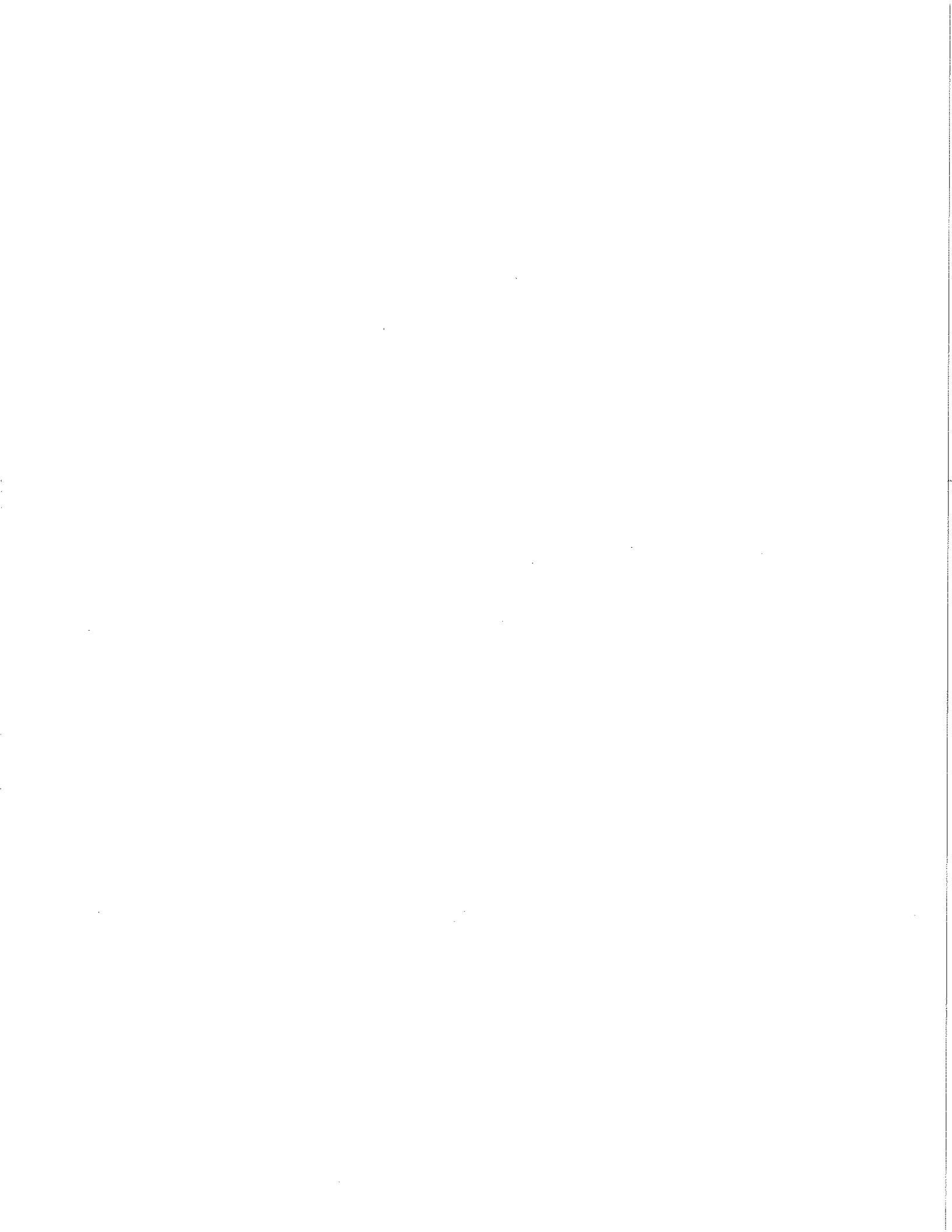
Black text = Existing, unchanged ordinance text

Blue Text = Text proposed to be added

~~Red text~~ = Text proposed to be deleted

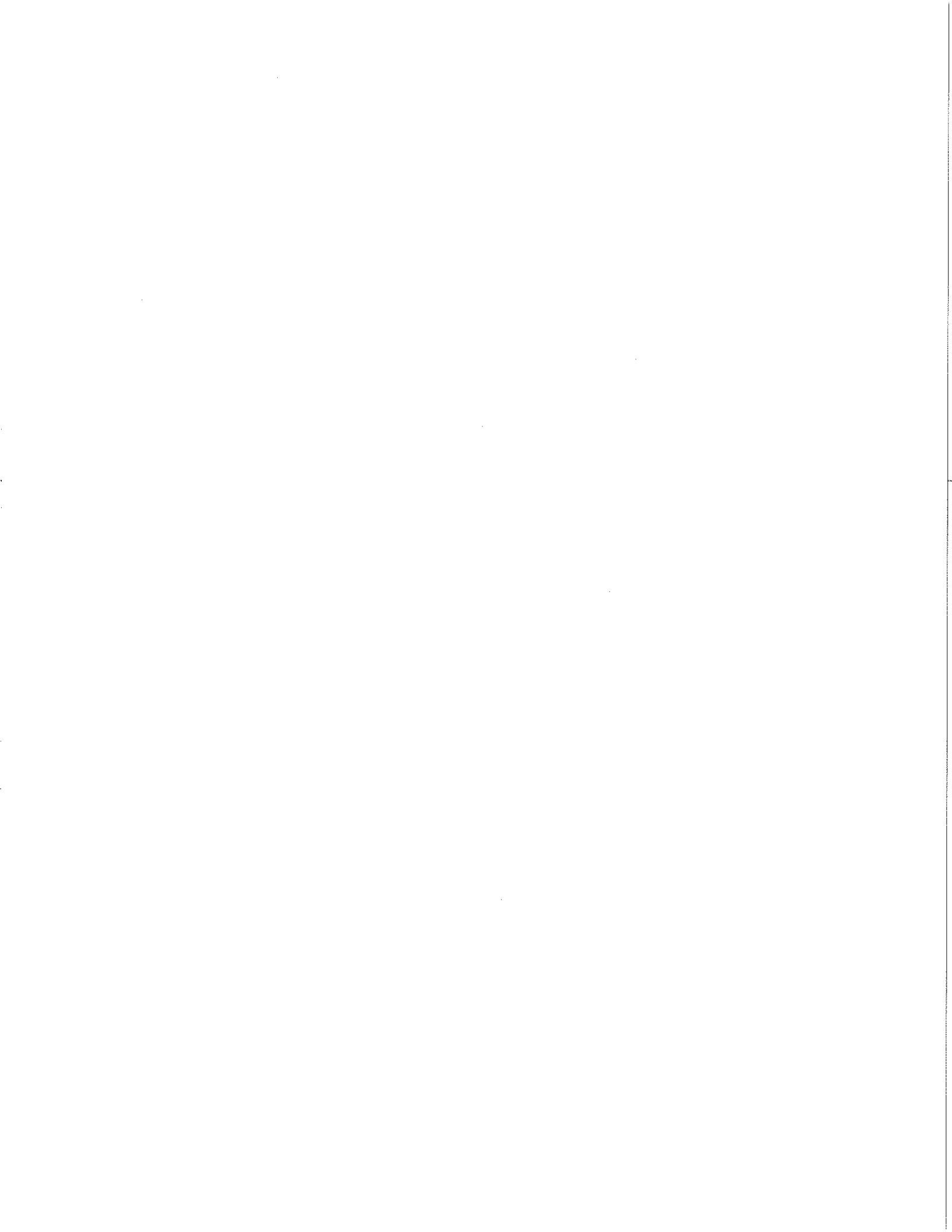
Highlighted text / ~~highlighted text~~ = Text changed following the most recent version of the draft ordinance amendments available to the public (in the 8/16/12 County Commission agenda packet)

[text in brackets] = Comments for the purpose of clarifying proposed amendments. These comments are not intended as changes to the ordinance and will not appear in the final version of the ordinance.



Draft Zoning and Land Development Ordinance Amendments

1. Ordinance Language
2. Appendices A, B, and C
3. Section 2.2 (Definitions)



Residential ¹	Any detached or attached structure that is used for permanent living quarters and has kitchen facilities.
Residential Care Home ²³	The use of a site for the provision of a family-based facility in a single-family dwelling unit providing 24 hour care in a protected living arrangement with not more than two supervisory personnel and not more than six residents who are suffering from mobility, orthopedic, visual, speech, or hearing impairments, Alzheimer's disease, pre-senile dementia, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, autism, emotional illness, or similar conditions.
Restaurant, Fast Food, Limited ²³	Takeout pizza/sandwich shops not exceeding 600 square feet.
Restaurant, Limited ²³	A food service establishment not exceeding 2000 square feet and where the primary mode of food distribution is by server.
Retail Food Convenience Store, Limited ²³	A retail convenience food store not exceeding 1500 square feet of retail floor space, with hours of operation limited to the period between 6:00 AM and 11:00 PM.
Right-of-Way	A right which grants passage across or through a property. A right-of-way is also the (usually dimensioned) path along which the right of passage is granted.
Road	A prepared surface within a right-of-way which is intended for vehicular use. Road does not include shoulders.
School, Elementary or Secondary ²³	A public or private school meeting all requirements of the compulsory education laws of the state and providing instruction to students in kindergarten through grade twelve. Secondary schools consist of middle schools and high schools, generally grades six through twelve.
School, University or College ²³	An educational institution that offers specialized instruction in any of several fields of study and/or in a number of professions or occupations and is authorized to confer various degrees such as the bachelor's degree. Education uses may include a variety of uses such as classroom buildings, administrative offices, sports facilities, student housing, research facilities and other related uses operated by the governing board of the institution within the campus or on adjoining lots. <u>The land use School, Vocational or Professional is not included within this definition.</u>

Section 4.4 Prohibited Uses

[Note: Proposed changes in this Section are for the purpose of clarifying the permitted / conditional / not permitted status of various land uses in the new zoning districts.]

- A. Any existing or proposed use which is determined to be in conflict with any existing ordinance or laws of Jefferson County or law or regulation of the State of West Virginia or other governmental agency shall be prohibited even though such use may be allowed under the terms of this ordinance.
- B. No land use shall be conducted that creates any injurious, noxious, or otherwise objectionable fire, explosive heat, or other hazard; noise, or vibration; smoke, dust, odor, gases, or other form of air pollution; or emit dangerous radioactivity in such a manner that if permitted would adversely affect the uses of an adjacent property or contaminate the ground water or surface waterways of the County. All land uses generating such conditions shall comply with the appropriate State and Federal Codes. Such compliance with applicable State and Federal laws shall be deemed as compliance with this Ordinance.
- C. Any development which would destroy the historical character of a property listed on the West Virginia or National Register of Historic Places shall not be permitted.
- D. No materials or waste should be stored on a property in a form that could be transported to adjacent property by wind or water or other natural causes or forces.
- E. All methods of industrial waste or sewage treatment and disposal shall be in accordance with County, State and Federal Codes.
- F. Jails, prisons and/or penal institutions shall be prohibited in all ~~zones~~ zoning districts except the ~~Industrial~~-Commercial-Zone District and the Major Industrial District. The Development Review System does not supersede this prohibition.⁵
- G. No gambling or casino type game of chance (video or mechanical) that provides any type of payoff or remuneration shall be permitted anywhere in Jefferson County unless expressly and explicitly permitted and authorized by the West Virginia Code as amended. Provided, however, that such use shall only be permitted in the Industrial-Commercial Zone District and the Major Industrial District and shall be processed through the Development Review System (Article 6 and 7).^{6,23}

This prohibition does not apply to betting on horses or pari-mutuel betting on horses. Furthermore, this prohibition does not apply to such uses that existed at the time of the adoption of this ordinance. The Development Review System shall not supersede this prohibition in any zoning district other than the Industrial - Commercial District or the Major Industrial District. ~~the Residential-Growth-Zone, the Rural-Agricultural-Zone, the Village-Zone, or the Residential/Light Industrial/Commercial-Zone.~~²³
- H. For parcels located east of the Shenandoah River or which are in a natural, undisturbed condition within 1000 feet of the Potomac and Shenandoah Rivers and Opequon Creek, no use shall be permitted without adherence to the requirements for retention of land in a natural, undisturbed area as spelled out in Section 22.504 of the Jefferson County Subdivision and Land Development Regulations.^{5,23}

- I. No sales of fireworks are permitted outside ~~the commercial zones of the Industrial - Commercial, Residential - Light Industrial - Commercial, General Commercial, Highway Commercial, Light Industrial, and Major Industrial zoning districts,~~ and are subject to the requirements of for such use in Article 8.^{8, 23}
- J. Vehicle signs left parked or standing on a public right-of-way, public property or private property.¹²
- K. Adult arcades, adult bookstores, adult cabarets, adult mini motion picture theaters, adult saunas, adult theaters, sexual encounter establishments, sexual paraphernalia stores, massage parlors and any sign advertising the operation thereof, shall only be permitted in the Industrial-Commercial District and the Major Industrial District~~not be permitted in the Rural, Village, Residential Growth and Residential Light Industrial Commercial Districts.~~²³
 No conditional use permit shall be approved for any of these adult uses in a zoning district other than the Industrial - Commercial District or the Major Industrial District. This provision does not apply to any specific existing use that legally qualifies as a nonconforming use.^{15, 16}
- L. Salvage yards unless established in accordance with the Jefferson County Salvage Yard Ordinance.²³
- M. Heavy industrial uses listed in Section 5.6(B) of this Ordinance are permitted only in the Industrial - Commercial District and the Major Industrial District and require approval via the Development Review System.²³

Section 4.5 Agricultural Uses Permitted Generally

Except for compliance with distance requirements for a building set forth in Section 4.6, nothing in this ordinance shall prohibit the use of land for agricultural purposes or the construction or use of building or structures incidental to the use for agricultural purposes.

Section 4.6 Distance Requirements

- A. Industrial uses are subject to this subsection, unless otherwise specified in this ordinance. Any uses (not including parking) or buildings subject to compliance with this section shall be located at least 200 feet from:
 1. Any lot in ~~a the #~~Residential Growth district;
 2. A dwelling, school, church or institution for human care not located on the same lot as the said use or buildings;¹
 3. Any lot which is part of a recorded subdivision; and
 4. Any parcel, historic structure, or designated historic district which has been listed on the West Virginia or National Register of Historic Places.~~4.5. Industrial uses are subject to this section, unless otherwise specified in this ordinance.~~

B. Commercial uses are subject to this subsection, unless otherwise specified in this ordinance. Adjacent uses (not including parking) or buildings subject to compliance with this section shall be located at least 75 feet from:⁷

1. Any lot in the Residential Growth District;
2. Any lot with a dwelling, school, church, or institution for human care not located on the same lot as said use or building;
3. Any parcel, historic structure, or designated historic district which has been listed on the West Virginia or National Register of Historic Places.²³

~~3.~~

C. A commercial use (not including parking) located in the Neighborhood Commercial district or the Office/Commercial Mixed Use shall be located at least 25 feet from a land use identified in Section 4.6.B.1-3.

Section 4.7 Essential Utility Equipment

Essential utility equipment, as defined in Section 2.2, shall be permitted in any district, as authorized and regulated by law and ordinances of Jefferson County, it being the intention hereof to exempt such essential utility equipment from the application of this ordinance. Wireless telecommunication towers, however, shall conform to the requirements of Article 4B.^{7, 22}

Section 4.8 Buildable Lot

Any lot which was a buildable lot under the terms or regulations in effect at the time of the adoption of this ordinance and which was established or recorded at that time shall be deemed a buildable lot for the erection of a single-family dwelling, subject to the provisions of the appropriate district regulations of this ordinance.

Section 4.9 Traffic Visibility Across Corner Lots

On any corner in all districts, there shall be no obstruction to traffic visibility within thirty-five (35) feet of the intersection of the two (2) street property lines of the corner lot. Site plan and subdivision applications must comply with the Intersection Design requirements of the Subdivision and Land Development Regulations.²³

Section 4.10 Site Plan Requirements

- A. ~~A site plan shall be s~~ubmittal and approval of a site plan is requireded for all commercial, townhouse and multi-family residential, industrial, and institutional development in any district and for all major additions or expansions of existing uses as defined in Article 2, in accordance with the requirements of the Subdivision and Land Development Regulations and this Ordinance.²³ [Note: the amendment to this section is also under consideration in Agricultural Uses and Related Amendments currently under review]

- B. Site plan submittal is not required for single-family or two-family dwelling units unless planned as part of a multi-unit or mixed use development plan.
- C. The site plan format and informational requirements that must be followed are referenced in the Jefferson County Subdivision and Land Development Regulations, and this Ordinance.²³
- D. The Planning Commission has the authority to waive any site plan standards in accordance with the Subdivision and Land Development Regulations.^{10, 17, 21, 23}

Section 4.11 Landscaping, Screening and Buffer Yard Requirements

Buffer yard requirements are as shown in Appendix A and B of this ordinance, and are summarized in this section.

A. Commercial development.

- 1. All commercial development adjacent to any Residential district, or any lot with a residence, school, church, or institution of human care shall have a fifty (50) foot or greater unscreened green space buffer or a fifteen (15) foot screened green space buffer along common property lines. The screening may be either vegetative or opaque fencing and may be placed anywhere within the buffer. No structures, materials, or vehicular parking shall be permitted within the side and rear yard buffers.
- ~~1.2.~~ All commercial development adjacent to all other uses must maintain ten (10) foot side and rear yard landscape buffers.⁵

B. Industrial development.

- 1. All industrial development adjacent to any Residential district, or a residence, school, church, or institution for human care shall have ~~a~~ an unscreened buffer yard of no less than two hundred (200) feet. No structures, stored materials, or vehicular parking shall be permitted within the buffer yard.

~~A screened buffer yard with a minimum width of fifteen (15) feet, which may be included within the 200-foot buffer required in this subsection; and~~

- 2. All industrial development adjacent to any use other than an industrial use shall have screened front yard buffers of no less than one-half (½) the front yard building setback, which may be included within the 200-foot buffer required in this subsection.^{5, 7}
- ~~2.3.~~ All industrial development adjacent to any use shall have 20' screened side and rear landscape buffers.

C. Multi-family development.

- 1. All multi-family adjacent to any Residential district, or any lot with a residence, school, church, or institution of human care shall have, along common property lines, screened green space buffers as follows:

a. Front and rear: a minimum of 15'

b. Side: a minimum of 12'

Table 4.11 - 1 Setbacks, Buffers and Distance Requirements for Non-Residential Uses²³

[Note: Buffer standards in Table 4.11-1 relocated to Appendix A and Appendix B]

~~*15' screened buffer may be included within required 200' unscreened buffer.~~

~~Note: When Table 4.11-1 is in conflict with another section of the Zoning & Development Review Ordinance, this table shall prevail. See Article 8 of the Zoning and Land Development Ordinance for building setbacks for certain land uses.²³ [2nd sentence relocated to Appendix A and Appendix B]~~

~~B.D.~~ B.D. In all buffer yards, the exterior width beyond the vegetative screen shall be planted with grass, seed, sod, or ground cover.

~~C.E.~~ C.E. All buffer yards shall include a fence or a dense screen planting of trees, shrubs, or other plant materials or both, to the full length of the lot line to serve as a barrier to visibility, air borne particles, glare or noise. Such screen planting shall meet the following requirements.

1. Vegetative screening shall comply with Standard Details M52, M53 or M54, or other applicable Standard Details, depending on the buffer width. At the time of the planting the vegetation shall be at least four (4) feet in height.^{7,23}
2. It will be the responsibility of the landowner to replace any trees that die and shall be so noted on the site plan.
3. Screen planting shall be a minimum of ten (10) feet wide but shall be placed so that it is no closer than four (4) feet at maturity from a property line or from any street.
4. No structure, fence, planting, or other obstruction shall be permitted which would interfere with traffic visibility.

~~D.F.~~ D.F. In any Commercial, Industrial, Institutional, or Residential development, all dumpsters shall be screened from any residences or from view of a public highway.²³

~~E.G.~~ E.G. All buffer yards shall be maintained by the property owner.

~~F.H.~~ F.H. All development adjacent to a Sensitive Natural Area shall have a buffer of natural vegetation. Environmental standards contained in Section 8.9(A), 1 through 7, will apply. The buffer shall meet the current Federal standard except as required in Table 4.11 - ~~2~~1 below.²³

Table 4.11 - ~~2~~1 Wetland Size in Acres^{5, 8, 23}

Greater Than	Less Than	Buffer Width in Feet
0.05	0.10	30
0.10	0.16	35
0.15	0.21	40
0.20	0.26	50

0.25	0.31	55
0.30	0.36	60
0.35	0.41	65
0.40	0.46	70
0.45	0.51	75
0.50	0.66	80
0.65	0.81	85
0.80	0.96	90
0.95	1.21	95
1.20	--	100

G.I. All required landscape plans shall contain the following elements:⁷

1. Deciduous street trees for shade and aesthetics, planted at the following average spacing:²³
 - a. Site with street frontage of up to 200 feet: 1 tree per 50 feet.
 - b. Site with street frontage exceeding 200 feet: The greater of 4 trees or 1 tree per 100 feet.
2. Evergreen buffer planting, as required, for full screening.
3. Parking lot and internal drive plantings (mix of evergreen and deciduous) for partial screening and limited shade.
4. Structure plants for aesthetics and limited shade.
5. Schedule of plants including common name, scientific name, minimum size (height, caliper, etc.) quantity and specific limitation notes.

J. Required landscape buffers for a non-residential use are indicated in [Table 4.11-1 Appendix B](#).

Section 4.12 Design Standards for Multi-Family Developments²³

- A. Common open space shall be oriented to the interior of the development and shall consist of land suitable for passive and active recreational use. No more than 50 percent of land dedicated to recreational use shall be within the 100 year Floodplain.
- B. Impervious surface coverage for interior streets, parking areas, and residential structures shall not exceed fifty (50) percent of the gross land area.
- C. Tot lot or play areas shall be centrally located in areas convenient to residential buildings and at least twenty-five (25) feet from any street right-of-way.

Section 4.13 Development Adjacent to the Potomac and Shenandoah Rivers²³

ARTICLE 5: DISTRICT ESTABLISHMENT; ZONING MAPS; DISTRICT BOUNDARIES; DISTRICT REGULATIONS

Section 5.1 Establishment of Districts¹

For the purpose of this Ordinance, all land within the County, exclusive of the incorporated towns, is hereby designated as one of the following zoning districts:

- R-G Residential/Growth District
- I-C Industrial/Commercial District
- R-A Rural/Agricultural District
- R-L-C Residential/Light Industrial/Commercial District
- V Village District²³
- NC Neighborhood Commercial
- GC General Commercial
- HC Highway Commercial
- LI Light Industrial
- MI Major Industrial
- PND Planned Neighborhood Development
- OC Office / Commercial Mixed-Use

Section 5.2 Boundaries of Districts

Unless otherwise indicated on the zoning district maps, the boundary lines of the districts shall follow lot lines, centerlines of streets, alleys, corporate limit lines, or centerlines of waterways as existing at the time of the adoption of this Ordinance.

Section 5.3 District Maps

The districts shall be of the size and shape shown on the Jefferson County Zoning Maps and shall hereby be made a part of this ordinance. A copy of the said maps shall be signed by the County Commissioners upon the adoption of these regulations and recorded within the Courthouse.

The Jefferson County zoning layer is parcel-based, maintained in a Geographic Information System (GIS), and shall be the basis for the County's official zoning map. Within 30 days of final County Commission action on a zoning map amendment, GIS/Addressing staff will update the digital zoning layer and make the new data available online.²³

On an annual basis, in December, and within 30 days of final County Commission action on a zoning map amendment, a new zoning map will be printed which includes the most up to date

base layer data, all approved zoning designations since the last printed map, and an effective date, certified by the President of the County Commission, filed with the County Clerk's office, and a copy provided to the Planning Commission. This annual map update shall not require a public hearing and such certification shall occur administratively.²³

Section 5.4 Residential-Growth District

The Residential-Growth District is intended to provide for a variety of residential uses and densities which can be supported by central or public water and sewer and adequate roadways and services. This district encourages commercial growth provided that such growth is deemed to be appropriate and compatible by the Development Review System.

The following regulations govern development within the Residential-Growth District.

A. Principal Permitted Uses²³

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.

2. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

~~1. Dwelling, Single Family~~

~~2. Dwelling, Duplex~~

~~3. Dwelling, Two Family~~

~~4. Dwelling, Townhouse~~

~~5. Dwelling, Multi-Family~~

~~6. Mobile Home Parks (Subject to the Jefferson County Subdivision and Land Development Regulations)~~

~~7. Elementary or Secondary school~~

~~8. Hospital~~

~~9. Vocational and/or Training Facility for Adults¹²~~

~~10. Church~~

~~11. Day Care Center, Small~~

~~12. Day Care Center, Large~~

~~13. Essential Utility Equipment~~

~~14. Public Safety Facility~~

~~15. Publicly Owned Facility²³~~

~~16. Accessory Uses~~

- ~~17. Group Residential Facility~~
- ~~18. Home Occupation, Level 1⁸~~
- ~~19. Home Occupation, Level 2⁸~~
- ~~20. Nursing or Retirement Home~~
- ~~21. Model Homes/Sales Office¹²~~
- ~~22. Preschool~~
- ~~23.1. Wireless Telecommunication Facilities pursuant to Article 4B~~

B. Minimum Lot Area, Height, and Yard Requirements

1. Setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance. ~~Minimum Lot Area, Height, and Yard Requirements are as shown in Table 5.4—1 below.~~ The minimum lot area requirements are based on the availability of central or public water and sewer facilities and West Virginia Board of Health regulations.²³
2. When computing the dwelling unit yield for a parcel of land, use the total area of parcel minus (1) lands contained in a wetland and (2) hillside lands to be retained in a natural, undisturbed condition as provided for in the Jefferson County Subdivision and Land Development Regulations. The balance square footage between the ADU (Area per Dwelling Unit) and the MLA (Minimum Lot Area) shall not include land set aside in a Sensitive Natural Area, Buffer to a Sensitive Natural Area, land qualifying as Hillside development or a 100 Year Flood Plain.^{5,23}
- ~~2.3. All detached accessory structures under 144 square feet in size shall have a setback of 6'.~~

~~Table 5.4—1—Residential Growth District—Height and Yard Requirements^{5,19,23}~~
[Note: The standards in this table are relocated to Appendix A and B.]

Development Type	Minimum Lot Area (MLA)	Required Yards (ft)				Maximum Building Height (ft) ²
	Area per Dwelling Unit (ADU)	Front	Side	Street-Side	Rear	
1 Single-Family Dwelling	6,000 sq. ft. MLA**	25	12	15	20	40
Public/Central water and sewer	10,000 sq. ft. ADU	"	"	"	"	"
Public/Central water or sewer	20,000 sq. ft. MLA	"	"	"	"	"
No Public/Central water or sewer	40,000 sq. ft. MLA	"	"	"	"	"
2 Duplex Dwelling		25	15	15	20	40
Public/Central water and sewer	3,200 sq. ft. MLA	"	"	"	"	"
Public/Central water and sewer	7,500 sq. ft. ADU	"	"	"	"	"
Public/Central water or sewer	10,000 sq. ft. ADU	"	"	"	"	"
3 Townhouse Dwelling		25	12	15	20	40
Public/Central water and sewer	1,400 sq. ft. MLA	"	"	"	"	"
	3,500 sq. ft. ADU	"	"	"	"	"
		"	"	"	"	"
4 Multi-Family Dwelling	20,000 sq. ft. MLA	25	12	15	30	40
Public/Central water and sewer	2,000 sq. ft. ADU	"	"	"	"	"

*Subject to Section 9.2

~~NOTE: ALL detached accessory structures under 144 square feet in size—6' setback.~~ *[Note: Deleted text moved to 5.4.B.3]*

~~**The balance square footage between the ADU and the MLA shall not include land set aside in a Sensitive Natural Area, Buffer to a Sensitive Natural Area, land qualifying as Hillside development or a 100-Year Flood Plain.~~ *[Note: Deleted text moved to 5.4.B.2]*

C. Commercial Services in Residential Developments²³

1. Commercial services may be included in a residential development providing the commercial uses are intended to serve the residential community proposed and shall relate well to residential areas in terms of pedestrian and vehicular circulation.
2. The gross area for commercial uses shall not exceed 5 acres or 10 percent of the gross tract area, whichever is less.
3. Commercial uses shall not be built or established prior to the residential development unless built in phases consistent with phasing of the residential construction.
4. These uses shall be located within the interior of the project.
5. Commercial uses shall be subject to the Compatibility Assessment Meeting process as outlined in Article 7 of this Ordinance. Any proposed commercial use that is

served from a road that is located on the perimeter of the project or on a State Road shall be subject to the entire Development Review Process.⁵

D. Standards for Commercial or Light Industrial Uses²³

1. Commercial or Light Industrial uses are subject to the following access requirements:
 - a. Such uses will not use adjacent residential roads for through traffic; and
 - b. Will connect to principal and major arterial highways as directly as feasible considering access restrictions.⁵
2. Commercial and Light Industrial uses are subject to the requirements of Section 5.6D and the requirements for such standards in Article 8.

Section 5.5 Reserved²³

Section 5.6 Industrial - Commercial District²³

The purpose of this district is to provide locations for manufacturing, processing, and commercial uses which may require extensive transportation and central or public water and sewer services. It is not the purpose of this district to encourage the use of land within the district for retail services; however, it is anticipated that there may be areas or locations where retail services can be reasonably and logically considered due to their relationship with other uses existing within the district, as well as their relationship with the district boundary line or the configuration of the property and the relative scale of the project.

A. Principal Permitted Uses²³

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table and this section.
2. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject the requirements of this section and to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

~~1. Light Industrial Uses~~

~~2. Heavy Industrial Uses~~

~~3. Commercial Uses~~

~~4. Day Care Center, Small~~

~~5. Day Care Center, Large~~

~~6. Home Occupation, Level 1~~

~~7. Home Occupation, Level 2~~

~~8. Cottage Industry~~

~~9. Medical/Dental/Optical Office, Small~~

~~10. Barber/Beauty Shop, Limited~~

- ~~11. Antique Shop~~
- ~~12. ATM~~
- ~~13. Branch Bank~~
- ~~14. Kennel (subject to the requirements for such use in Article 8)~~
- ~~15. Dry Cleaner~~
- ~~16. Florist~~
- ~~17. Restaurant, Limited~~
- ~~18. Restaurant, Fast Food, Limited~~
- ~~19. Retail Food Store, Limited~~
- ~~20. Veterinary Services~~
- ~~21. Video Rental Store~~
- ~~22. Country Inn~~
- ~~23. Non/Not for Profit Commercial Uses~~
- ~~24. Non-profit Community Centers~~
- ~~25. Publicly Owned Facility~~
- ~~26. Public Safety Facility~~
- ~~27. Essential Utility Equipment~~
- ~~28. Wireless Telecommunications Facilities pursuant to Article 4B~~
- ~~29. Private or Public Shooting Ranges~~
- ~~30. Cultural Facility~~
- ~~31. Industrial related accessory uses including residential dwellings including a mobile home on site for a caretaker or watch keeper.~~
- ~~32.1. Adult Uses, subject to requirements set forth for such uses in Article 8.~~

- B. The following uses shall be evaluated by the Development Review System and shall not be located less than 1000 feet from any Residential property line or property listed on the National and State Historic Register/Survey.
- 1. Bituminous concrete mixing and recycling plants
 - 2. Concrete and ceramic products manufacture, including ready mixed concrete plants
 - 3. Petroleum products refining or storage (subject to the requirements for such standards in Article 8)²³
 - 4. Commercial sawmills
 - 5. Salvage Yards (subject to the Jefferson County Salvage Yard Ordinance)
 - 6. Garbage or dead animal reduction or processing
 - 7. Slaughterhouses, Stockyards

8. Acid or heavy chemical manufacturer, processing or storage
9. Cement or lime manufacture
10. Explosive manufacture or storage
11. Foundries and/or casting facilities
12. Mineral extraction, mineral processing
13. Jails and Prisons (subject to requirements for this use in Article 8)²³

C. Height Regulations

No structure shall exceed seventy-five (75) feet in height except as provided in Section 9.2.

D. Development Standards

1. Setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance. Yard Requirements as follows: (These requirements are also for an approved commercial or industrial use proposed for any other zone.)^{5, 23}

1. Front yard building setback	
Commercial sites	25 feet
Industrial sites	50 feet
2. Side yard building setback	
Commercial sites greater than 1.5 acres	50 feet
Commercial sites 1.5 acres and smaller	25 feet
Industrial sites	50 feet
3. Rear yard building setback	
Commercial sites greater than 1.5 acres	50 feet
Commercial sites 1.5 acres and smaller	25 feet
Industrial sites	50 feet
4. Parking, Driveway and Internal Access Drive Front Setbacks	
Commercial sites greater than 1.5 acres	15 feet
Commercial sites 1.5 acres and smaller	15 feet
Industrial sites	25 feet
5. Parking, Driveway and Internal Access Drive Side and Rear Setbacks	
Commercial sites greater than 1.5 acres	10 feet
Commercial sites 1.5 acres and smaller	4 feet
Industrial sites*	25 feet

**Driveways and Internal Access Drives Only. Parking must abide by buffer requirements.
[Note: Setbacks and footnote relocated to Appendix B]*

2. ~~6~~-Compliance with Sections 4.11 and 8.9(A)(1-9)^{7, 23}

3. ~~7~~Distance Requirements

- a. Commercial shall comply with Section 4.6(b)
- b. Industrial shall comply with Section 4.6(a)^{7, 23}

~~D.E.~~ Lot Area

A minimum lot size of three acres shall be required for any industrial use unless the site is located in an approved Industrial Park.²³

~~E.F.~~ Additional Commercial and Industrial Design Standards

1. Commercial Design Standards²³

- a. ~~Landscaping, screening, buffer yards, and setbacks for commercial development are subject to Section 4.11.~~

Impervious site coverage (parking areas, building areas and other paved surfaces) shall not be greater than 80% of the gross area of the site.

- b. Adequate provision shall be made for storage and collection of refuse. Refuse containers are subject to Section 4.11 ~~e~~F.

- c. Permeable areas of the site shall be planted with ground cover, shrubs and trees.

- d. Lighting shall be provided for all parking areas which will receive night use. Such lighting shall be directed to the parking area and be shielded to prevent adverse glare on adjacent public highways, streets and properties.

2. Industrial Design Standards

- a. Impervious site coverage (parking areas, building areas and other paved surfaces) shall not be greater than 90% of the gross area of the site.²³

- b. Adequate provision shall be made for storage and collection of refuse, subject to Section 4.11 ~~e~~F.

- c. Permeable areas of the site shall be planted with ground cover, shrubs or trees if subject to Section 4.6.

Section 5.7 Rural District²³

The purpose of this district is to provide a location for low density single family residential development in conjunction with providing continued farming activities. This district is generally not intended to be served with public water or sewer facilities, although in situations where the Development Review System is utilized, it may be. A primary function of the low density residential development permitted within this section is to preserve the rural character of the County and the agricultural community. All lots subdivided in the Rural District are subject to Section 5.7d. The Development Review System does allow for higher density by issuance of a Conditional Use Permit.^{8, 23}

A. Principal Permitted Uses²³

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.

2. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

~~1. Agricultural uses as defined in Article 2⁷~~

~~2. Church~~

~~3. Elementary or Secondary School~~

~~4. Vocational and/or Training Facility for Adults^{12, 20}~~

~~5. Dwelling, Single Family~~

~~6. Mobile Home (subject to the Jefferson County Subdivision and Land Development Regulations)~~

~~7. Dwelling, Two Family⁸~~

~~8. Cottage Industry⁸~~

~~9. Home Occupation, Level 1⁸~~

~~10. Home Occupation, Level 2⁸~~

~~11. Day Care Center, Small^{12, 11, 15}~~

~~12. Public Safety Facility~~

~~13. Cultural Facility~~

~~14. Farm Market (subject to the requirements for such a use in Article 8)⁸~~

~~15. Horticultural nurseries and commercial greenhouses~~

~~16. Hospital~~

- ~~17. Essential Utility Equipment~~
- ~~18. Accessory uses~~
- ~~19. Group Residential Facility~~
- ~~20. Bed and Breakfast (subject to the requirements for such a use in Article 8)^{7, 15}~~
- ~~21. Publicly Owned Facility⁸~~
- ~~22. Wireless Telecommunications Facilities pursuant to Article 4B.¹⁰~~
- ~~23. Model Homes/Sales Office (subject to the requirements for such a use in Article 8)¹²~~
- ~~24. Non-profit Community Centers¹⁵~~
- ~~25. Landseaping business outside of Planning Commission approved subdivisions¹⁵~~
- ~~26. Veterinary services outside of Planning Commission approved subdivisions¹⁵~~
- ~~27. Feed and/or Farm Supply Center~~
- ~~28. Agricultural Repair Center¹⁵~~
- ~~29. Kennels (subject to the requirements for such a use in Article 8)¹⁵~~
- ~~30. Hunting, Shooting, Archery and Fishing Clubs (subject to the requirements for such a use in Article 8)²⁰~~
- ~~31. Agricultural Tourism~~
- ~~32. Farm Vacation Enterprise~~
- ~~33. Farm Brewery or Winery~~
- ~~34. Rental of Existing Farm Building, for commercial storage (structure must have existed for 5 years)~~
- 35.1. Preschool

B. Minimum Lot Area, Lot Width and Yard Requirements²³

1. Setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance. Minimum lot sizes, lot width, and yard requirements for principal permitted uses are shown in Table 5.7-1.
2. ~~For any residential use that complies with the Development Review System, the setbacks and lot size shall be as outlined in Article 5.4.⁵~~

Table 5.7-1—Lot Area, Width, and Yard Requirements for Principal Permitted Uses in the Rural District

Land Use	Lot Area	Lot Width	Front Yard Depth	Side Yard Depth	Rear Yard Depth
Dwellings	40,000 sq. ft.	100	40	15	50

Churches	2 acres	200	25	50	50
Schools, Grades K-4	10 acres +	500	100	100	100
Schools, Grades 5-8	20 acres +	500	100	100	100
Schools, Grades 9-12	30 acres +	500	100	100	100
Hospitals	10 acres	500	100	100	100
Other permitted uses	40,000 sq. ft.	100	40	50	50

~~3. Lot area for schools (K-12) as shown in Table 5.7-1 shall be increased by one (1) additional acre for every 100 pupils. Minimum lot size for Vocational Schools shall be based on State of West Virginia Code. If a sewage treatment plant and retention ponds are required, acreage shall be increased accordingly.^{1,23}~~

4.2. Commercial and Light Industrial uses are subject to the requirements of Section 5.6D and the requirements for such standards in Article 8.²³

5.3. Any building or feeding pens in which farm animals are kept shall comply with distance requirements specified in Section 4.6 and the requirements for barns and feeding pens specified in Article 8. Also, any buildings used to store manure shall comply with distance requirements specified in Section 4.6(a).²³

C. Height Regulations

No structure shall exceed thirty five (35) feet in height as provided in Section 9.2.

D. Maximum Number of Lots Allowed

All parcels of land that were on record as of October 5, 1988 are entitled to subdivide for single family detached residences based on Subsections 5.7(d)1, 5.7(d)2 or 5.7(d)3 below. A property owner may use a combination of these subsections, provided that the number of lots are prorated by density.⁸

1. A property owner may create one (1) lot for every fifteen (15) acres with a minimum lot size of three (3) acres.^{17,21}

a. Acreage shall be computed using existing acreage at the time application is submitted. Total acreage does not include acreage which was subdivided off of present parent parcel between October 5, 1988 and time of application.

b. A property owner may transfer rights to adjacent parcels which are owned by the same entity.^{17,21}

2. Clustering

a. Purpose and Intent

i. To encourage the conservation of farmland in the Rural Zoning District by planning the residential development allowed in the zone to provide for the best obtainable siting, access and location of lots on a tract.

ii. To provide for a well planned development while minimizing the use of prime agricultural land.

b. Requirements

- i. One (1) lot may be subdivided for every ten (10) acres.^{17,21,23}
 - (a) Acreage shall be computed using existing acreage at the time application is submitted. Total acreage does not include acreage which was subdivided off of present parent parcel between October 5, 1988 and time of application.
- ii. Minimum lot size shall be 40,000 square feet for lots that will be served by individual wells and septic systems; 20,000 square feet for lots that will be served by a central water OR central sewerage system; and 10,000 square feet for lots that will be served by both a central water AND central sewerage system.^{17,21}
 - (a) Setbacks shall be 25' front, 12' sides and 20' rear.
 - (b) All clusters of three (3) or more lots shall be served by an internal road.²³
 - (c) Clusters of three (3) or more lots shall not be along an existing public road.
 - (d) A property owner may transfer rights to adjacent parcels which are owned by the same entity.^{17,21}
 - (e) Maximum lot size shall be 3 acres.^{17,21}
- iii. Procedures²³
 - (a) Concept Plan. For the subdivision of tracts eligible for cluster lots, a concept plan must be submitted pursuant to the requirements of the Jefferson County Subdivision and Land Development Regulations. All cluster developments must be processed as a Major Subdivision.^{17,21,23}
 - (b) The Staff will have final approval over the location layout of the proposed clustering of lots. The Staff shall consider the following when reviewing concept plans:
 - (1) Soils: The cluster plan should minimize the use of the higher quality soils (class I, II and III as designated in the soils classification study) and maximize the use of steeper sloped areas, areas of poorer soils and areas which are otherwise less productive for agricultural uses.
 - (2) Surrounding land use and zoning: The cluster plan shall consider the existing land uses and zoning in the vicinity. Generally, new lots which are adjacent to existing development or residential zoning are preferred to creating an isolated cluster of new houses.
 - (c) If the concept plan is approved by the Planning Commission, the applicant may then proceed with platting of the clustered development in accordance with the Jefferson County Subdivision and Land Development Regulations and the approved concept plan. The plat shall bear a statement indicating "The land lies within an approved rural cluster development and no further subdivision of the remaining land is permitted unless the property is placed in another zone or further subdivision is allowed by ordinance or regulation".²³

3. Not in addition to subsections 5.7(d)1 and 5.7(d)2 above, any property that was a lot of record as of October 5, 1988 may create 3 total lots (including the residue) during any five year period. Applications which exceed this number during any five year period shall be processed utilizing the Development Review System. Subdivisions involving transfers of land between parent and child shall not be subject to this section. All lots that qualify under this section must meet subdivision requirements. Only the residue or parent parcel may qualify under this provision once the original subdivision takes place. Parent to child or child to parent lots are not entitled to further subdivide except as another parent to child or child to parent transfer.
4. Once the maximum number of lots are created under 5.7(d), the property cannot be further subdivided unless the Ordinance is amended to allow such.

Section 5.8 Residential/Light Industrial/Commercial District¹

The purpose of this district is to guide high intensity growth into the designated growth area. Light industrial uses are defined in Section 2.2. All other perceived light industrial uses shall be referred to the Jefferson County Development Authority for a recommendation on whether a use is a light industrial or heavy industrial use. The final decision on use classification shall be made by the Zoning Administrator.²³

A. Principal Permitted Uses²³

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.
2. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

- ~~1. Light Industrial Uses~~
- ~~2. Commercial Uses~~
- ~~3. Medical/Dental/Optical Office, Small~~
- ~~4. Barber/Beauty Shop, Limited~~
- ~~5. Antique Shop~~
- ~~6. ATM~~
- ~~7. Branch Bank~~
- ~~8. Kennel (subject to the requirements for such use in Article 8)~~
- ~~9. Dry Cleaner~~
- ~~10. Florist~~
- ~~11. Restaurant, Limited~~
- ~~12. Restaurant, Fast Food, Limited~~
- ~~13. Veterinary Services~~

- ~~14. Video Rental Store~~
- ~~15. Country Inn~~
- ~~16. Dwelling, Single Family~~
- ~~17. Dwelling, Two Family~~
- ~~18. Dwelling, Duplex~~
- ~~19. Dwelling, Townhouse~~
- ~~20. Dwelling, Multi-Family~~
- ~~21. Mobile Home Parks~~
- ~~22. Home Occupation, Level 1~~
- ~~23. Home Occupation, Level 2~~
- ~~24. Cottage Industry~~
- ~~25. Elementary or Secondary School~~
- ~~26. Hospital~~
- ~~27. Vocational and/or Training Facility for Adults¹²~~
- ~~28. Church~~
- ~~29. Cultural Facility~~
- ~~30. Day Care Center, Small~~
- ~~31. Day Care Center, Large~~
- ~~32. Essential Utility Equipment~~
- ~~33. Publicly Owned Facility~~
- ~~34. Public Safety Facility~~
- ~~35. Accessory Uses~~
- ~~36. Group Residential Facility~~
- ~~37. Nursing or Retirement Home~~
- ~~38. Model Home/Sales Office (subject to requirements for this use in Article 8)¹²~~
- ~~39. Non-Profit Community Center~~
- ~~40. Non/Not for Profit Commercial Uses¹²~~
- ~~41. Preschool~~
- ~~42.1. Wireless Telecommunications Facilities pursuant to Article 4B~~

B. Standards²³

1. Industrial uses permitted in this district shall be of types that require daily water use of no more than 0.25 gallons per gross square feet of floor space.

2. Light industrial and commercial uses are subject to the standards for such uses in Article 8 of this Ordinance.²³

2.3. Impervious surface coverage shall not exceed eighty (80) percent of the gross land area.

C. Site Development Standards ~~Other Regulations~~²³

1. All sections of this ordinance applying to the ~~r~~Residential ~~g~~Growth district with the exception of Section 5.4(a) will apply to residential uses in this District.

2. Setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance. ~~All commercial uses must conform with the commercial design standards and yard requirements cited in Sections 5.6(d)-1-6 and 4.6(b). All industrial uses must conform with the Industrial Design Standards and yard requirements cited in Sections 5.6(d)-1-6 and 4.6(a).~~ All commercial or industrial uses ~~Either use~~ must be in compliance the requirements for such use in Article 8. In addition, a site plan, if required, must demonstrate that traffic patterns created by Commercial or Light Industrial uses (1) will not use adjacent residential roads for through traffic and (2) will connect to principal and major arterial highways as directly as feasible considering access restrictions.^{5, 7, 23}

3. Restaurants where the primary mode of food distribution is by pick-up counter or drive in window and convenience stores (food stores not in excess of 10,000 square feet gross floor area) shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.²³ This requirement shall not apply to a building located within a shopping center shown on an approved site plan. [Note: the amendment to this section is also under consideration in Agricultural Uses and Related Amendments currently under review]

4. Proposed uses in this zone ~~do not have to comply with~~ are exempt from the distance requirements in Sections 4.6 (a-b) if part of a master planned community. This provision shall only apply to the internal use of land under the same ownership.⁷

Section 5.9 Reserved²³

Section 5.10 Village District^{8, 23}

The purpose of this district is to allow recognized villages the ability to provide low level services within their boundaries.

A. Principal permitted uses²³

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.

~~1. Dwelling, Single-Family~~

~~2. Dwelling, Duplex~~

- ~~3. Dwelling, Two-Family~~
- ~~4. Home Occupation, Level 1~~
- ~~5. Home Occupation, Level 2~~
- ~~6. Cottage Industry~~
- ~~7. Public Safety Facility¹²~~
- ~~8. Essential Utility Equipment~~
- ~~9. Medical/Dental/Optical Office, Small¹²~~
- ~~10. Group Residential Facility~~
- ~~11. Cultural Facility¹²~~
- ~~12.1. Wireless Telecommunications Facilities pursuant to Article 4B~~

B. Conditional Uses²³

1. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

~~The following uses may be approved after being evaluated by the Development Review System (Article 7). The LESA point system would not apply.~~

- ~~1. Barber/Beauty Shop, Limited~~
- ~~2. Dry Cleaners~~
- ~~3. Video Rental Stores~~
- ~~4. Retail Food Store, Limited~~
- ~~5. Church~~
- ~~6. Day Care Center, Large~~
- ~~7. Country Inn~~
- ~~8. Bed and Breakfast (subject to the requirements for such a use in Article 8)~~
- ~~9. Restaurant, Limited~~
- ~~10. ATM~~
- ~~11. Branch Bank~~
- ~~12. Antique Shop~~
- ~~13. Florist~~
- ~~14.1. Restaurant, Fast Food, Limited¹²~~

C. Setbacks

1. Setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-

Residential Site Development Standards, except as provided elsewhere in this ordinance. Residential

a. ~~Section 9.7, Residential Growth standards~~²³

~~2. Commercial~~

a. ~~25' front, 10' side and 40' rear~~

[combine sentence with 1. above:] Setbacks may be reduced as a result of a Compatibility Assessment Meeting based on other structures existing in the neighborhood.²³

~~3.2.~~ Existing Structures

a. ~~As exists not less than 6' on~~ The sides and rear yard setbacks are 6' for an existing structure to be used for a land use as provided in this article.

- D. Commercial uses shall not cause any odor, dust, smoke, vibration, noise, or electromagnetic interference, which can be detected at or beyond the property line.
- E. Proposed uses in a recognized historic district shall obtain approval from the Historic Landmarks Commission and/or other appropriate state or federal agency prior to processing.²³
- F. There will be no outdoor storage of equipment, materials or other stock.
- G. Parking requirements may be modified as a result of a compatibility meeting.²³
- H. Other Requirements²³
 - 1. With the exception of setback requirements as specified in this section, Commercial and Light Industrial uses are subject to the requirements of Section 5.6D and the requirements for such standards in Article 8.

Section 5.11 Neighborhood Commercial (NC) District

A. Purpose. The purpose of this district is to permit the development of small scale commercial uses in locations where a commercial use of the intensity permitted in the GC District (and not otherwise permitted in the NC District) is not appropriate. which serve the convenience needs of residential neighborhoods immediately adjacent to or within walking distance of the commercial use. Developments in the NC district should be appropriate in scale, designed, landscaped and buffered so as to be compatible with neighboring land uses development. Uses should be appropriate in scale to the residential character of their context.

B. Location. This zoning category is intended for use in the following locations on properties:

1. in the Growth Area as shown in the most recently adopted Comprehensive Plan, if the plan does not include a future land use map; or
2. in locations where the appropriate land use category is designated on the future land use map (and related text) in the most recently adopted Comprehensive Plan.

- ~~1. Properties located on Primary or Secondary roads as shown on the Highway Classification map in the Jefferson County Comprehensive Plan~~
- ~~2. Locations within ¼ mile of an existing residential subdivision or development of at least 20 dwelling units~~
- ~~3. Locations adjacent to existing non-residential development~~
- ~~4. Locations with safe vehicular access on roads that function as collector roads~~
- ~~5. Properties currently zoned Residential Light Industrial Commercial or Industrial-Commercial.~~

C. Permitted Uses

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.
2. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.
3. A non-residential land use in this district may include residential uses on building levels located above the ground floor.

D. Site Development Standards

1. Setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance.
2. For a non-residential use abutting a commercial or industrial use at a side lot line:
 - a. No side yard building setback is required, unless required by Building Code or other law or regulation
 - b. Section 4.11A-B does not apply to the side property line that abuts a commercial or industrial use
3. For a non-residential use abutting a commercial or industrial use at a rear lot line:
 - a. A rear yard building setback may be reduced to 10 feet
 - b. Section 4.11A-B does not apply to the rear property line
4. Section 4.11A-C does not apply to the front lot property line.
5. Vehicular parking requirements shall be 80% of the required number of parking spaces indicated in Article 11 of this ordinance.

6. On-street vehicular parking spaces located within 100 feet of the property where the development is located may compose up to 50% of the number of required parking spaces indicated in Article 11 of this ordinance.

E. Additional Requirements

1. Any off-street parking shall be located in the rear or on the side of a building and may not be located between a street and the front facade of a building.
2. Each building shall be limited to a maximum building footprint of 3,500 square feet.
3. For new development or the substantial redevelopment of an existing site, a fifteen-foot-wide pedestrian zone is required, consisting of a ten-foot-wide landscaped buffer yard measured from the edge of the right-of-way (or from the back of the adjacent street curb) and five-foot-wide sidewalks. The landscaped buffer yard may consist of shrubs, ornamental plants, and vegetative ground cover, and need not screen the view of buildings from the adjacent street(s). The landscaping requirements in this subsection are in addition to any other applicable landscaping requirements of this ordinance. If the Comprehensive Plan or the Subdivision and Land Development Regulations identify the property location as appropriate for a trail in lieu of a sidewalk, a trail meeting any applicable county requirements may be installed.
4. One bicycle parking space shall be provided for each ten vehicular parking spaces.
5. Buildings shall be oriented toward the street with one or more entrances facing the principal street adjacent to a building.
6. Commercial and Industrial uses are subject to the requirements for such uses in Article 8.

Section 5.12 General Commercial (GC) District

A. Purpose. The purpose of this district is to provide for general destination business uses which provide a broad range of commercial products and services necessary for large regions. The uses in this district may be characterized by medium-to-large buildings (including retail stores of up to 100,000 ~~50,000~~ square feet of gross floor area for an individual building as per the definition of Retail Store, Large in this ordinance), more intensive commercial activity, and more vehicular traffic than would be permitted for uses in the NC district.

B. Location. This zoning category is intended for use in the following locations on properties:

1. in the Growth Area as shown in the most recently adopted Comprehensive Plan, if the plan does not include a future land use map; or
2. in locations where the appropriate land use category is designated on the future land use map (and related text) in the most recently adopted Comprehensive Plan.

~~1. Properties located on four-lane Primary roads as shown on the Roadway Classification map in the Jefferson County Comprehensive Plan.~~

~~2. Properties currently zoned Residential Light Industrial Commercial or Industrial Commercial.~~

C. Permitted Uses

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.
2. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

D. Site Development Standards

1. Setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance.
2. A development that complies with all requirements of Section 5.11E may be developed in accordance with the requirements of Section 5.11D(2-6) and the front setback requirements for the Neighborhood Commercial District as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards.

E. Additional Requirements

1. Commercial and Industrial uses are subject to the requirements for such uses in Article 8.

Section 5.13 Highway Commercial District

- A. Purpose. The purpose of this district is to provide appropriate locations for high-intensity, motor-vehicle oriented commercial uses fronting on major roadways. The uses in this district may be characterized by a broad scale of building sizes, which may include very large including buildings that exceed 50,000 100,000 square feet of gross floor area for

an individual building and which may have a greater impact on surrounding areas as a result of significant truck traffic and other factors. This district may include land uses that are more intensive than other commercial districts and incompatible with nearby adjacent residential uses.

B. Location. This zoning category is intended for use in the following locations on properties:

1. in the Growth Area as shown in the most recently adopted Comprehensive Plan, if the plan does not include a future land use map; or
2. in locations where the appropriate land use category is designated on the future land use map (and related text) in the most recently adopted Comprehensive Plan.

~~1. Properties located within 1000' feet of major intersections on four-lane Primary roads as shown on the Roadway Classification map in the Jefferson County Comprehensive Plan.~~

~~2. Properties designated for Highway Commercial uses in the Comprehensive Plan.~~

C. Permitted Uses

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.
2. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

D. Site Development Standards

1. Setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance.

E. Additional Requirements

1. Commercial and Industrial uses are subject to the requirements for such uses in Article 8.

Section 5.14 Light Industrial District

A. Purpose. The purpose of this district is to provide locations for lighter manufacturing processes which are not as extensive as those provided in the Major Industrial District and can be served with adequate public or community water and sewerage service. Properties with this designation are generally located within 1,000 feet of four-lane Primary roads as shown on the Roadway Classification map in the Jefferson County Comprehensive Plan. In this district, most manufacturing is composed of processing or assembly of previously processed materials.

B. Location. This zoning category is intended for use in the following locations on properties:

1. in the Growth Area as shown in the most recently adopted Comprehensive Plan, if the plan does not include a future land use map; or
2. in locations where the appropriate land use category is designated on the future land use map (and related text) in the most recently adopted Comprehensive Plan.

1. Properties located in Industrial Parks
2. Properties with Industrial-Commercial zoning
3. Properties designated as appropriate for either Light or Major Industrial land uses in the Comprehensive Plan

C. Permitted Uses

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.
2. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

D. Site Development Standards

1. Setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance.

E. Additional Requirements

1. Commercial and Industrial uses are subject to the requirements for such uses in Article 8.

Section 5.15 Major Industrial District

A. Purpose. This district is intended to provide sufficient space in appropriate locations for a wide variety of industrial activities, generally located within 1,000 feet of four-lane primary roads as shown on the Roadway Classification map in the Jefferson County Comprehensive Plan. The uses in this district can be served with adequate public or community water and sewerage service, and may be characterized by extensive warehousing, frequent heavy trucking activity, and broader manufacturing activity than would be permitted in the Light Industrial district.

B. Location. This zoning category is intended for use in the following locations on properties:

1. in the Growth Area as shown in the most recently adopted Comprehensive Plan, if the plan does not include a future land use map; or
2. in locations where the appropriate land use category is designated on the future land use map (and related text) in the most recently adopted Comprehensive Plan.

1. Properties located in Industrial Parks
2. Properties with Industrial-Commercial zoning
3. Properties designated as appropriate for Major Industrial land uses in the Comprehensive Plan

C. Permitted Uses

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.
2. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

D. Site Development Standards

1. Setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance.

E. Additional Requirements

1. Heavy industrial land uses shall not be located less than 1000 feet from an adjacent property with a dwelling, school, church or institution for human care or a residential zoning district.
2. Commercial and Industrial uses are subject to the requirements for such uses in Article 8.

Section 5.16 Planned Neighborhood Development District

A. Purpose. The purpose of the PND District is to:

1. Encourage flexibility in the development of land in order to promote its most appropriate use;
2. Improve the design, character and quality of new developments;
3. Provide and promote redevelopment and reuse opportunities;
4. Encourage a harmonious and appropriate mixture of uses and/or housing types;
5. Facilitate the adequate and economic provision of streets, utilities and services;
6. Promote safe and convenient travel for pedestrians, bicyclists, transit users, and motorists;
7. Promote connections to adjacent properties, developments, and transportation routes;
8. Preserve critical natural environmental features of the site (including but not limited to wetlands, steep slopes, floodplains, woodlands, watercourses, and karst topography) and scenic features of the site (including but not limited to historic resources, mature trees, open spaces, and agricultural landscapes);
9. Encourage and provide a mechanism for arranging improvements and sites so as to preserve desirable features and to provide transitions between land uses; and
10. Mitigate the problems which may be presented by specific site conditions.

B. Location. This zoning category is intended for use in the following location(s) on properties:

1. in the Growth Area as shown in the most recently adopted Comprehensive Plan, if the plan does not include a future land use map; or
2. in locations where the appropriate land use category is designated on the future land use map (and related text) in the most recently adopted Comprehensive Plan.

~~1. Properties identified as being located in the Growth Area in the Comprehensive Plan.~~

C. Permitted Uses

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.
2. The Planning Commission may restrict land uses shown as permitted or conditional uses in Appendix C, Principal Permitted Uses Table, as part of the approval of a Preliminary PND Plan.
3. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

D. Site Development Standards

1. If not otherwise addressed in the Preliminary PND Plan, setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance. However, setbacks and other site development standards may be modified as part of the approval of a PND zoning map amendment request, as described in this article.
2. Modification of Development Standards Allowed
 - a. The Planning Commission may approve modification of the development standards of this ordinance and the Jefferson County Subdivision and Land Development Regulations may as part of the approval of a Preliminary PND Plan.
 - b. Modification of these standards pertains only to developments associated with the Preliminary PND Plan for which the modifications are approved.
3. The minimum site area for a PND development is three acres.

E. Additional Requirements

1. A PND development shall include the following mix of uses, as measured in gross floor area:
 - a. 10-30% commercial
 - b. 10-30% high density residential (7+ dwelling units per acre)
 - c. 20-40% medium density residential (4-6 dwelling units per acre)
 - d. 0-60% low density residential (1-3 dwelling units per acre)
2. Open Space Requirements
 - a. A minimum of 20% of the total tract area of a PND development shall be composed of common and open space. Up to one-half of the common and open space may be used for active recreation. Acreage within the 100-year floodplain, as designated by the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRM) or acreage of critical natural

environmental features (as defined in this article), may constitute up to 25% 50% of the required common and open space area.

b. At least 20% of the total of the site's existing tree canopy area shall remain undisturbed and shall be so noted on any site plan or subdivision approval associated with the development.

3. Connectivity Requirements. The development shall provide pedestrian and vehicular connections to each adjacent undeveloped property and/or property containing a non-residential or multi-family use, or to one or more streets in an adjacent residential subdivision. If a connection to an adjacent property cannot be made at the time that the Preliminary PND Plan for the development is submitted, the plan shall include a cross-access easement in a logical location to allow for future connection when the conditions on the adjacent property will allow for connection.

4. Street Network. An interconnecting network of internal streets shall be designed to accommodate the various uses found within a PND development. Where possible, all access to sites shall be from these internal streets.

5. Commercial and Industrial uses are subject to the requirements for such uses in Article 8.

6. For a PND development proposed to be located on a lot where a trail is shown on a plan adopted by Jefferson County, establishment of a trail easement shall be required prior to site plan approval.

F. Review and Approval Process

The review and approval of a development in the PND district includes the following steps:

1. Pre-Application Conference. Prior to filing a formal application for a Zoning Map Amendment for a PND district, the applicant shall schedule and attend a Pre-Application Conference with staff of the Planning, Zoning, and Engineering Departments. The purpose of the conference is for the applicant to present a general concept for the development, and for staff to inform the applicant of relevant policies, requirements, adopted plans, planning principles, and recommendations. This conference is informal and has no binding effect.

2. Preliminary PND Plan. Submittal of a Preliminary PND Plan is required prior to submittal of a petition for a map amendment to change the zoning designation of a property to the Planned Neighborhood Development district.

a. The format and content requirements for a Preliminary PND Plan shall be the same as the Submission and Completeness Review requirements for a Major Site Plan Concept Plan as described in the Jefferson County Subdivision and Land

Development Regulations, with the exception of the public workshop and advertising requirements. Additionally, a Preliminary PND Plan shall include the following:

- i. Graphic illustration of locations of proposed land uses; landscaping areas; pedestrian amenities; interconnectivity of roads, trails, sidewalks, and adjacent parcels; open space areas and areas of undisturbed tree canopy; passive or active recreational areas; setbacks for buildings, parking, drive aisles, and other features associated with the proposed development.
- ii. Proposed square footages of development by type and proposed residential densities
- iii. Proposed building heights
- iv. Any requested modifications to the standards of the Zoning Ordinance or the Subdivision and Land Development Regulations.

b. Following a staff determination that the Preliminary PND Plan is sufficient, the applicant may present a petition for a zoning map amendment to the Planning Commission. The Preliminary PND Plan is a required component of the petition submission.

3. Zoning Map Amendment. The procedure for processing a map amendment petition shall be in accordance with the requirements of Article 12 and this Article.

- a. Presentation of petition for map amendment. The applicant shall present the petition for map amendment to the Planning Commission. As part of the petition, the applicant shall provide a Preliminary PND Plan to the Planning Commission, as described in this article.
- b. Planning Commission review and public hearing. The Planning Commission shall conduct a public hearing on the proposed zoning map amendment in accordance with Article 12 and this Article. In addition to the notification requirements of Article 12, public notice for a PND shall include any requested modifications of development requirements. The Preliminary PND Plan shall be considered during the public hearing. In addition to the review criteria for a Concept Plan as required by the Subdivision and Land Development Regulations, the Planning Commission shall utilize the following criteria in its consideration of a Preliminary PND Plan and any requested modifications to the Zoning Ordinance and/or the Subdivision and Land Development Regulations:
 - i. Consistency with the purpose of the PND district as described in this Article;
 - ii. General conformance with the Zoning Ordinance, with the exception of requested modifications of development standards;
 - iii. Consistency with the Comprehensive Plan

- c. As part of its recommendation to the County Commission regarding approval or disapproval of a zoning map amendment as described in Article 12, the Planning Commission shall make a recommendation to the County Commission regarding the Preliminary PND Plan, including any changes proposed by the Planning Commission.
 - d. County Commission review and public hearing. The County Commission shall conduct a public hearing on the proposed map amendment in accordance with Article 12 and this Article. In addition to the notification requirements of Article 12, public notice for a PND shall include any requested modifications of development requirements.
 - e. In its deliberation of a proposed map amendment to change a zoning designation to a PND district and any requested modifications to the Zoning Ordinance and/or the Subdivision and Land Development Regulations, the County Commission shall consider:
 - i. Consistency with the purpose of the PND district as described in this Article
 - ii. General conformance with the Zoning Ordinance, with the exception of requested modifications of development standards
 - iii. Consistency with the Comprehensive Plan
 - f. The County Commission shall approve, amend, or deny the Preliminary PND Plan and the zoning map amendment request; and may apply conditions to the approval of a zoning map amendment to a PND district.
 - g. County Commission approval of a zoning map amendment to change the zoning designation of a property to a PND district shall have the following effect:
 - i. Approval of the change in zoning designation;
 - ii. Approval of the Preliminary PND Plan;
 - iii. Approval of any modifications to the Subdivision and Land Development Regulations and the Zoning Ordinance; such modifications being associated with the Preliminary PND Plan; and
 - iv. Establishment of any conditions of approval applied by the County Commission.
4. If a request to amend the zoning map designation of a tract to a PND district is approved, the applicant may submit applications for the development of the property as a PND development.
- a. Compliance with Other Ordinances. With the exception of any modifications granted by the County Commission, all applicable requirements of the Zoning Ordinance, the Subdivision and Land Development Regulations, and all other

County ordinances must be met, including but not limited to any applicable site plan and subdivision requirements.

- b. Consistency with Preliminary PND Plan. All applications submitted for the site must be consistent with the requirements of the approved Preliminary PND Plan and shall clearly state any modifications granted.
- c. Any modifications to the Zoning Ordinance or the Subdivision and Land Development Regulations approved by the County Commission are associated with and indivisible from the approved Preliminary PND Plan.

- 5. Amendment. Minor changes to a Preliminary PND Plan may be reviewed and approved administratively if the Planning and Zoning Department determines that such changes are consistent with the purpose and general character of the Preliminary PND Plan. An applicant's request for revisions determined substantive by the Planning and Zoning Department shall follow the approval process for a Preliminary PND Plan as described in this Article. Substantive changes include but not are limited to changes that would exceed one or more of the percentages noted in a-c below.
 - a. A change in total square footage of the development by ±10%
 - b. A change in the area of any land use by ±10%
 - c. A change in the residential density by ±5%

Section 5.17 Office / Commercial Mixed-Use District

A. Purpose. The purpose of the OC district is to allow for well-designed employment centers. Developments in the OC district contain a mix of land uses, primarily oriented to commercial and office uses but also allowing multi-family and attached single-family residential uses. Developments are oriented to principal streets, contain substantial public space and streetscaping, allow for pedestrian movement within the site and between adjacent sites, and meet the design standards provided for this district.

B. Location. This zoning category is intended for use in the following location(s) on properties:

- 1. in the Growth Area as shown in the most recently adopted Comprehensive Plan, if the plan does not include a future land use map; or
- 2. in locations where the appropriate land use category is designated on the future land use map (and related text) in the most recently adopted Comprehensive Plan.

- 1. Properties designated by the Comprehensive Plan as appropriate for Office/Commercial development.

C. Permitted Uses

1. Uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.
2. Uses shown as conditional uses for this district in Appendix C, Principal Permitted Uses Table shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

D. Site Development Standards

1. Setbacks, height, and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance.
2. For a non-residential use abutting a commercial or industrial use at a side lot line:
 - a. No side yard building setback is required, unless required by the Building Code or other law or regulation
 - b. Section 4.11.A-B does not apply to the side property line that abuts a commercial or industrial use
3. For a non-residential use abutting a commercial or industrial use at a rear lot line:
 - a. A rear yard building setback may be reduced to 10 feet
 - b. Section 4.11.A-B does not apply to the rear property line
4. Section 4.11.A-C does not apply to the front lot property line.
5. Vehicular parking requirements shall be 80% of the required number of parking spaces indicated in Article 11 of this ordinance.
6. On-street vehicular parking spaces located within 100 feet of the property where the development is located may compose up to 50% of the number of required parking spaces indicated in Article 11 of this ordinance.

E. Additional Requirements

1. ~~At least 75%~~ Of the gross floor area of land uses in a development in this district, ~~at least 75%~~ shall be non-residential uses, and at least 50% shall be office uses.
2. Buildings fronting a principal street must be at least 2 stories in height.
3. A minimum of 75% of the total gross floor area located on the ground floor of buildings in a development in this district shall be composed of non-residential space
4. Any off-street parking shall be located in the rear or on the side of buildings and may not be located between a street and the front façade of a building.
5. For new development or the substantial redevelopment of an existing site, a fifteen-foot-wide pedestrian zone is required, consisting of a ten-foot-wide landscaped buffer yard measured from the edge of the right-of-way (or from the back of the adjacent

street curb) and five-foot-wide sidewalks. If the Comprehensive Plan or the Subdivision and Land Development Regulations identify the property location as appropriate for a trail in lieu of a sidewalk, a trail may be installed.

6. One bicycle parking space shall be provided for each ten vehicular parking spaces.

~~4.7.~~ Buildings shall be oriented toward the street with one or more entrances facing the principal street adjacent to a building.

8. Commercial and Industrial uses are subject to the requirements for such uses in Article 8.

ARTICLE 6: DEVELOPMENT REVIEW SYSTEM

Section 6.1 Development Review System (DRS)

The purpose of the Development Review System (also referred to as DRS) is to assess a particular site's development potential based on criteria which determine the agricultural longevity of the parcel in combination with the presence of and compatibility with public services adjacent to and in close proximity to the site. The DRS is a numerical rating system designed to function within the framework of the traditional zoning districts referenced in this ordinance. All commercial uses and those uses which are not permitted in zoning districts shall be governed by the procedures set forth in Article 7 and all sections that reference requirements to obtain a conditional use permit. It shall be unlawful to commence construction of any commercial uses or uses which are not permitted uses in a zoning district without obtaining conditional use permit approval.

Section 6.2 Issuance of a Conditional Use Permit

Application for a conditional use permit shall be made before construction of any uses not listed as permitted uses within the appropriate zoning district. Upon receipt of an application, the site will be evaluated by the Departments of Planning and Zoning Staff using the Development Review System. The two major components of the System, the Soils Assessment and the Amenities Assessment, consist of criterion which each possess a numerical value that is weighted relative to its importance as an indicator of a parcel's agricultural significance or its development potential. The total numerical value of the combined criteria is 100 points: the Soil Assessment contributes 25 points and the Amenities Assessment contributes 75 points. The highest total numerical value of the combined criteria indicates that a parcel is more suitable for agriculture, whereas, the lowest numerical value indicates that development is more appropriate for the site. A score of 60 points or less advances the application to the Compatibility Assessment as provided in Section 7.6.^{14, 17, 21, 23}

Section 6.3 The Soils Assessment

- A. The Soils Assessment evaluates a particular parcel for development based on the soil types it possesses.
- B. The Soils Assessment of a proposed development is not applied applicable when one or more of the following circumstances applies:
 - 1. the development proposal is located within the Residential/Growth District or the Industrial/Commercial District; or [note: Moved from Section 6.5D]
 - 2. the proposed land use will be development is proposed to be completely contained:
 - i. located in an existing building, and/or
 - ii. on an existing paved or disturbed area installed prior to the effective date of this Ordinance, and/or
 - iii. on an existing paved area installed at any time, for a non-residential purpose, in compliance with County regulations in existence at the time of the installation; or

3. a land use that complies with Sec. 6.3B.2 with the exception of entails an a one-time expansion of an existing paved area that meets the criteria described in Sec. 6.3B.2 and/or a one-time expansion of an existing building footprint by the lesser of either:
 - i. less than up to 1,000 square feet total, or
 - ii. up to 50% of the building footprint of an existing building and/or an existing paved area that meets the criteria described in Sec. 6.3B.2

A.C. The following soils types will be combined into soil groups.

G. Emergency Service Availability

The purpose of this criterion is to assess the distance of potential site development to emergency services: fire department (4.5 points) and ambulance service (4.5 points).

Distance to Emergency Services

Distance to Fire	Points	Distance to Ambulance	Points
Less than 2 miles	0 points	Less than 2 miles	0 points
2 to 5 miles	2.5 points	2 to 5 miles	2.5 points
Over 5 miles	4.5 points	Over 5 miles	4.5 points

Distances for Fire and Ambulance will be measured by vehicular miles from a subdivision entrance by the most direct route to the closest entrance of the appropriate fire or ambulance station.

Section 6.5 Computation of Soils/Amenities Assessment

- A. At the completion of evaluation of a site with the Soils and Amenities Assessment Criteria, there should be a total number of points awarded to each Assessment. Since the Soils Assessment utilized was based on a 100 points relative point value in itself, a minor conversion must be made to the total relative value. The Development Review System allots a maximum of 25 points to the Soils Assessment therefore the conversion to be made is expressed as follows: $100 \times .25 = 25$ pts. (For example, if a parcel receives the maximum point value of 100 points, in actuality only 25 points will be awarded for the Soils Component of the Development Review System.)
- B. The Amenities Assessment has a 75 point maximum point value.
- C. The combined maximum total for both Assessments is 100 points. The most agriculturally significant parcel would rate 100; the most developable parcel would rate 0. A total of 60 points or less advances the application to the Compatibility Assessment Meeting.^{14, 17, 21}
- ~~D. The Soils Assessment of a proposed development is not applied when the development proposal is located within the Residential/Growth District or the Industrial/Commercial District. [Note: moved to Section 6.3]~~
- E.D. Any land in the Rural District that is located on a primary or secondary road, as defined in the Comprehensive Plan, shall not have to process through the LESA points process for a commercial or industrial project and shall be advanced directly to the Compatibility Assessment Meeting.^{17, 21}

6. Glare and Heat

No direct or sky-reflected glare, whether from floodlights or from high temperature processes, such as combustion or welding or otherwise, so as to be visible at the lot line, shall be permitted. There shall be no emission or transmission of heat or heated air so as to be discernable at the lot line.

7. Toxic Matter

The ambient air quality standards for the State of West Virginia shall be the guide to the release of airborne toxic materials across lot lines. Where toxic materials are not listed in the ambient air quality standards of the State, the release of such materials shall be in accordance with the fractional quantities permitted below, of those toxic materials currently listed in the threshold limit values adopted by the American Conference of Governmental Industrial Hygienists. Unless otherwise stated, the measurement of toxic matter shall be at ground level or habitable elevation, and shall be the average of any twenty-four (24) hours sampling period.

The release of airborne toxic matter will not exceed one-thirteenth of the threshold limit value across lot lines.

Such materials shall include but are not limited to: all primary explosives such as lead azide, lead styphnate, fulminates and tetracene; all high explosives such as TNT, RDX, HMX, PETN, and picric acid; propellants and components thereof, such as dry derivatives; pyrotechnics and fireworks such as acetylates, tetrazoles, and ozonides; unstable oxidizing agents such as perchloric acid, perchlorates, and hydrogen peroxide in concentration greater than thirty-five (35) per cent; and nuclear fuels, fissionable materials and products, and reactor elements such as Uranium 235 and Plutonium 239.

The storage, utilization or manufacture of materials or products which decompose by detonation is prohibited.

8. Fire Hazards

The storage, utilization or manufacture of solid materials which are active to intense burning shall be conducted within spaces having fire resistive construction of no less than two (2) hours and protected with an automatic fire extinguishing system.

The total capacity of flammable liquids and gasses shall not exceed those quantities permitted in the following Table for each of the industrial districts:

<u>CAPACITY</u>	<u>STORAGE</u>
Liquids	60,000 gallons
Gasses	
- Above ground	150,000 SCF
- Below ground	300,000 SCF

SCF - Standard Cubic Feet at sixty (60) degrees Fahrenheit and 29.92 inches Mercury.¹

The following setback requirements will apply to the location of any container which holds flammable liquids or gasses:

Container Setback from Lot Lines

Water Capacity per Container (Gallons)	Containers		Between Above Ground Containers (Feet)
	Underground (Feet)	Above Ground Containers (Feet)	
0 to 2,000	25	25	3
2,000 to 30,000	50	50	5
30,000 to 60,000	50	75	
In excess of 60,000	75	100	¼ the sum of diameters of adjacent containers

9. Frontage Road

Easements or fee simple dedications will be provided along all limited access highways at the site plan or subdivision phases. Said easement/dedication shall not exceed 60 feet in width. The width may vary but must be adequate for extension, continuation or establishment of a minimum 20' wide paved frontage road.

10. Landscape Buffer

All commercial and industrial developments shall comply with Section 4.11 unless otherwise specified in this ordinance.

A fifty (50) foot wide landscape buffer strip will be provided along all limited access highways. Said buffer shall be adjacent to the frontage road. In the case where existing roads not adjacent to controlled access highway serve as frontage road the landscape buffer may be placed against the highway right-of-way.

All front setbacks (building and parking lot) are to be measured from the landscape buffer. (See diagram)

ROW LIMITS OF CONTROLLED ACCESS HIGHWAY



- * Maximum 60' easement or dedication for frontage road
- ** 50' landscaped buffer strip
- *** Setbacks

This provision shall also apply to any ramps or access roads connecting to a controlled access highway within ½ mile of a controlled access highway.⁵

Section 8.10 Model Homes/Sales Offices²³

Model homes with a staffed sales office for sales exclusively within the residential subdivision in which they are located are permitted provided that they are contained on the first lot on either or both sides of any road/right-of-way that enters the subdivision; provided also that they are so designated on the preliminary and final plats during the subdivision process.

Model homes with a staffed sales office in any other location within the subdivision must be approved or denied by the Board of Zoning Appeals after a public hearing advertised for 15 days.^{17, 21}

Model homes without staffed sales offices are permitted internally within the subdivision.¹²

Section 8.11 Petroleum Products Refining or Storage²³

Petroleum refining or storage (above ground in tanks) requires adherence to all state and federal laws, as well as National Fire Underwriters Codes.

Section 8.12 West Virginia Legal Fireworks²³

Sales of fireworks are ~~only~~ permitted in the ~~commercial~~-Industrial - Commercial, Residential - Light Industrial - Commercial, General Commercial, Highway Commercial, Light Industrial, and Major Industrial zoning districts provided all other restrictions such as setbacks and the requirements of the Jefferson County Subdivision and Land Development Regulations are met.⁸

Section 8.13 Dormitory²³

A dormitory shall be located on the same property or campus as the use it is intended to serve. A dormitory shall not offer accommodations to the general public or to persons who are visiting the property or campus primarily for the purpose of being a spectator at a sporting event or other gathering held at the facility. A dormitory may include one common kitchen or dining facility and common gathering rooms for social purposes for use only by its temporary occupants.

ARTICLE 12: MAP AND TEXT AMENDMENTS

Section 12.1 Purpose

- A. These regulations, restrictions, provisions, and the boundaries of districts provided herein may from time to time be amended, modified, or repealed by the County Commission. Any person, individual, board, commission or bureau of the County may petition the County Commission for such change.
- B. The County Commission shall refer any amendment or alteration of this Ordinance to the Planning Commission for analysis, study, report, and recommendations regarding compatibility with the Comprehensive Plan as well as consideration as to whether a Conditional Use Permit (CUP) or other process may be a more appropriate process.^{17, 21, 23, 25}

Section 12.2 Procedure for Amendment by County Commission^{1, 25}

- A. After the enactment of the Zoning Ordinance, the governing body of the County may amend the Zoning Ordinance without holding an election.^{17, 21}
- B. Before amending the Zoning Ordinance text or map, the governing body, with the advice of the Planning Commission, must find that the amendment is consistent with the adopted Comprehensive Plan, or if it is inconsistent, must make findings in accordance with the requirements of §8A-7-8 et seq of the West Virginia State Code, as amended.^{17, 21, 25}
- C. All amendments to the Zoning Ordinance Map require a Public Hearing to be held by the Planning Commission for the purpose of making a recommendation to the County Commission. Subsequently, all recommended map amendments require a Public Hearing before the County Commission prior to a final determination.
 1. Public Notice of the Public Hearing for a Zoning Map amendment before the Planning Commission requires the following:
 - a. A legal advertisement describing the location and identification of the subject parcel for which the zoning is proposed to be changes, including the current tax district, map and parcel number, and the date, time and place of hearing regarding the amendment at least 15 days prior to the date set for such hearing in a newspaper with local circulation;
[Note: the amendment to the following subsections is also under consideration in Agricultural Uses and Related Amendments currently under review]
 - a.b. Any property affected by the proposed zoning map amendment shall be posted ~~at least 30~~ not less than 20 and not more than 28 days prior to the Public Hearing. The posting shall state the time, date, and location of such hearing, as well as, what new zone is being requested on the property; and
 - b.c. All property owners adjoining the property proposed to be rezoned shall be noticed by first class mail not less than 20 and not more than 28 ~~at least 30~~ days prior to the Public Hearing. The adjoining letters shall be mailed by the Department staff and shall state the time, date, and location of such hearing, as

well as, what new zone is being requested on this particular property. The letter shall also describe the location and identification of the subject parcel proposed to be rezoned, including the current tax district, map and parcel number.

2. Public Notice of the Public Hearing before the County Commission requires compliance with the appropriate State Code for amending Ordinances.
- D. All amendments to the Zoning Ordinance Text require a Public Hearing to be held by the Planning Commission for the purpose of making a recommendation to the County Commission. Subsequently, all recommended text amendments require a Public Hearing before the County Commission prior to a final determination.
1. Public Notice of the Public Hearing for a Zoning Text Amendment before the Planning Commission requires the following:
 - a. A legal advertisement describing the Sections of the Ordinance proposed to be revised, with a summary of the revision(s), and the date, time and place of hearing regarding the amendment at least 15 days prior to the date set for such hearing in a newspaper with local circulation.
 2. Public Notice of the Public Hearing before the County Commission requires compliance with the appropriate State Code for amending Ordinances.

Section 12.3 Procedure for Map Amendment by Petition²⁵

A. Map Amendments by Landowners

The procedure for processing a map amendment petition initiated by the owners of fifty percent or more of the real property to which the petition relates shall be as dictated in §8A-7-9 et seq of the West Virginia State Code, as amended.

[The procedure for processing a map amendment petition to change the zoning map designation of a property to the Planned Neighborhood Development district shall also include the applicable requirements of Article 5.](#)

Petitions for a map amendment initiated by landowners shall be submitted to the Planning Commission and shall contain the following information:

1. Substantiation for the request
2. Tax District, Map and Parcel number
3. Deed Book reference
4. Plat or sketch pursuant to Section 7.4 (b)
5. Tract size
6. Discussion on:
 - a. Comprehensive Plan compatibility of the proposed change.
 - b. Any change of transportation characteristics and neighborhood from when the original ordinance was adopted.^{17, 21}

7. A petition for a map amendment to change the zoning designation for a property to the Planned Neighborhood Development (PND) district shall include a Preliminary PND Plan for the subject property. The submittal review process for a Preliminary PND Plan is described in Article 5 of this ordinance.

Planning Commission is required to set a public hearing on the proposed Zoning Map amendment within 60 days of the date upon which a complete petition is presented to the Planning Commission at a Planning Commission meeting. A complete petition, and related fees, shall be submitted to the office of the Departments of Planning and Zoning for placement on a Planning Commission agenda at least two (2) weeks prior to the meeting date at which the petition will be presented. Upon request, the Departments of Planning and Zoning staff can present the petition to the Planning Commission on behalf of the applicant for the purpose of setting the public hearing date.

Notice of the Planning's Public Hearing shall be in accordance with Section 12.2 of this Ordinance. At the conclusion of the Planning Commission's Public Hearing, or at the next regular Planning Commission meeting, the Planning Commission shall make a recommendation to the County Commission regarding approval or disapproval of the requested Map Amendment. This recommendation shall be forward to the County Commission within four weeks of final Planning Commission action.

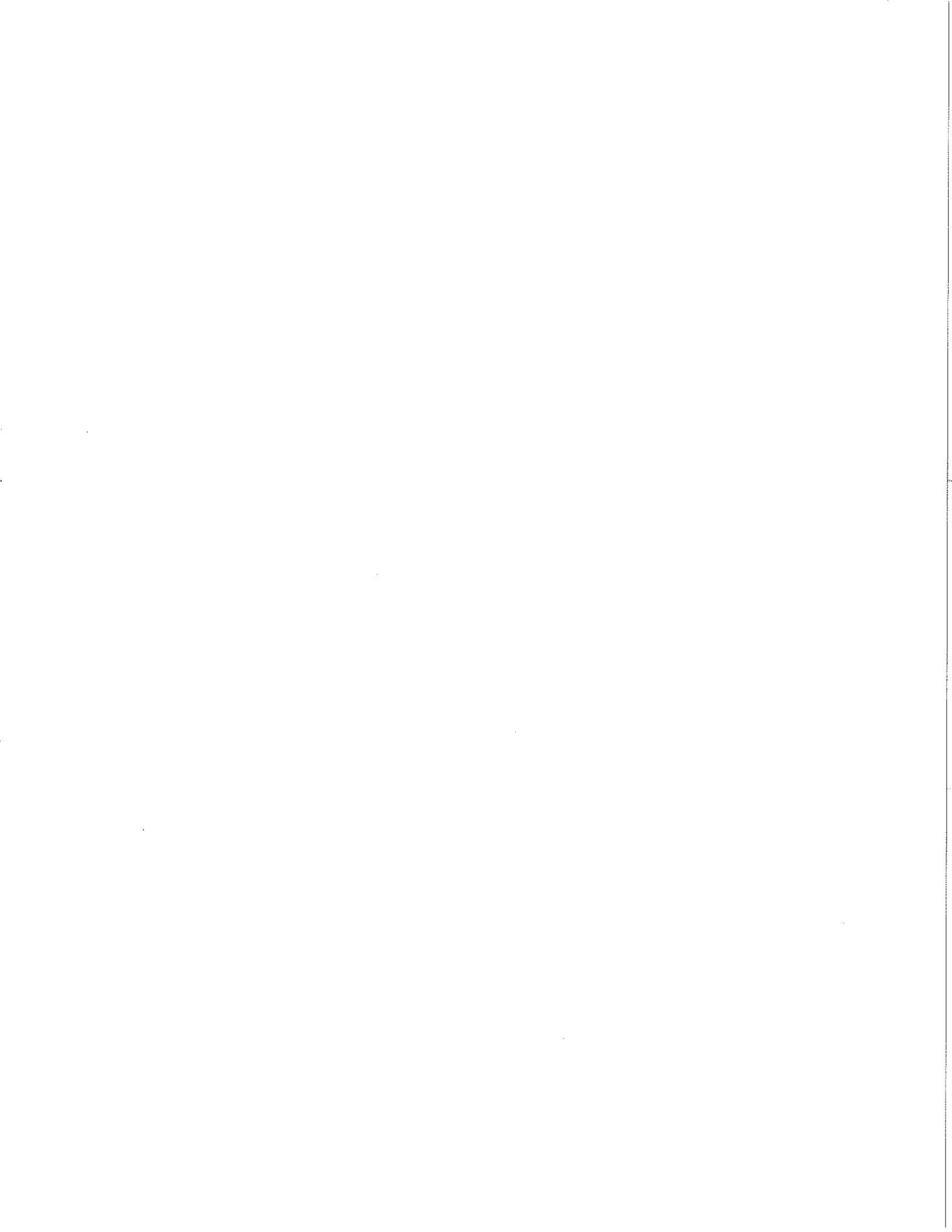
B. Map Amendments by the Planning Commission

The procedure for processing a formal map amendment petition initiated by the Planning Commission shall be as dictated in §8A-7-9 et seq of the West Virginia State Code, as amended.

Petitions for a map amendment initiated by the Planning Commission shall be presented to the County Commission and submitted to the County Clerk for filing on the same date. On such petitions a map amendment shall be clearly labeled as "§8A-7-9 Petition" in the heading and contain the following information:

1. Substantiation for the request
2. Tax District, Map and Parcel number
3. Deed Book reference
4. Plat or sketch pursuant to Section 7.4 (b)
5. Tract size
6. Discussion on:
 - a. Comprehensive Plan compatibility of the proposed change.
 - b. Any change of transportation characteristics and neighborhood from when the original ordinance was adopted.^{17, 21}

The County Commission is required to set a public hearing on the proposed Zoning Map amendment within 60 days of the date of the meeting at which the petition is presented to the County Commission. The petition and related agenda request form must be submitted to the County Commission office for placement on a County Commission agenda at least



Appendix A, Residential Site Development Standards Table [DRAFT 6/5/13]

Zoning District	Land use	Land Use Subtype	Minimum Lot Area (MLA) in sq. ft.***	Area per Dwelling Unit (ADU) in sq. ft.	Min. Lot Width	Maximum Building Height (feet)*	Setbacks (feet)				Parking / Drive Aisle Setbacks	Screened buffers (Sec. 4.11)		
							Front	Side	Street Side	Rear				
Residential Growth	Single family detached dwelling	Public/Central water and sewer	6,000	10,000	N/A	40	25	12	15	20	N/A	N/A		
		Public/Central water or sewer	20,000	N/A	N/A	"	"	"	"	"				
		No Public/Central water or sewer	40,000	N/A	N/A	"	"	"	"	"				
	Small lot single-family detached dwelling	Public/Central water and sewer	3,200	7,500	35	40	20****	5	10	20				
	Duplex dwelling unit	Public/Central water and sewer	3,200	7,500	N/A	40	25	15**	15	20				
		Public/Central water or sewer	N/A	10,000	N/A	"	"	"	"	"				
	Townhouse	Public/Central water and sewer	1,400	3,500	N/A	40	25	12**	15	20			12' side, 15' front & rear	
	Multi-family dwelling (See also Section 4.12)	Public/Central water and sewer	20,000	2,000	N/A	40	25	12**	15	30				
	Single-family dwelling with setbacks not previously stipulated by Planning Commission	Over 40,000 square feet --	N/A	N/A	N/A	40	25	12	‡	12			N/A	N/A
		30,000 sq. ft. to 40,000 sq. ft.--	N/A	N/A	N/A	40	20	10	‡	12				
Under 30,000 square feet --		N/A	N/A	N/A	40	20	8	‡	12					
Rural (See also Sec. 5.7)	Dwellings		40,000	N/A	100	35	40	15	‡	50	N/A	N/A		
	Single-family dwelling with setbacks not previously stipulated by Planning Commission	Over 2 acres --	N/A	N/A	N/A	35	40	15	‡	50				
		40,000 sq. ft. to 2 acres --	N/A	N/A	N/A	35	25	12	‡	12				
		30,000 sq. ft. to 39,999 sq. ft. --	N/A	N/A	N/A	35	20	10	‡	12				
		under 30,000 sq. ft. --	N/A	N/A	N/A	35	20	8	‡	12				
Cluster Subdivision	See Residential Growth													
Residential use that complies with the Development Review System	See Residential Growth													
Village	Residential uses	See Residential Growth												
Residential / Light Industrial / Commercial	Residential uses	See Residential Growth†												
Industrial-Commercial	Residential uses	See Residential Growth												
Neighborhood Commercial	Residential uses	See Residential Growth. Article 5 also provide supplemental standards for certain development types in this district.												
General Commercial	Residential uses	See Residential Growth. Article 5 also provide supplemental standards for certain development types in this district.												
Highway Commercial	Residential uses	N/A												
Light Industrial	Residential uses	N/A												
Major Industrial	Residential uses	N/A												
Office / Commercial Mixed Use	Residential uses	See Residential Growth												
Planned Development	Residential uses	See Residential Growth. Note: the Planning Commission may amend site development standards for a land use in the Planned Neighborhood Development district pursuant to to Article 5 of this Ordinance.												

The requirements in this table are in addition to any other applicable requirements in the text of the Zoning and Land Development Ordinance. See also Article 8 of the ordinance for site development standards for certain land uses.

~~This table is for reference purposes only.~~ In the event of a conflict with the text of the Zoning and Land Development Ordinance, ~~the Ordinance~~ this table shall prevail.

All dimensions are in feet unless otherwise indicated.

* Maximum height subject to Section 9.2

**Exterior side only

*** The balance square footage between the ADU and the MLA shall not include land set aside in a Sensitive Natural Area, Buffer to a Sensitive Natural Area, land qualifying as Hillside development or a 100 Year Flood Plain.

****The front setback for a Small lot single-family detached dwelling may be reduced to 10' if the front yard does not contain a driveway.

†See setback requirements noted in Sec. 2.2, definition of "Lot, Corner."

‡For all lots approved prior to Sept. 1, 1989, lots under 40,000 square feet side and rear setbacks for residential accessory structures shall be 6'. NOTE: All detached accessory structures under 144 square feet in size - 6' setback. (Res Growth District)

§In the Residential - Light Industrial - Commercial District, on townhouse lots with a lot depth of 110 linear feet or less and/or a lot area of 3,500 square feet or less, the rear setback of a deck for a townhouse may be reduced to 10',

if the adjacent property located to the rear of the subject lot is a dedicated easement or common area and is not a lot that includes a residence. [Note: the change to this section is also under consideration in other amendments currently under review]

Appendix B, Non-residential Site Development Standards Table [DRAFT 6/5/13]

Zoning District	Development Type ^o	Min. Lot Area (MLA)	Min. Lot Width	Max. Building Height*	Imper-vious Surface Limit	Building Setbacks			Parking/Drive Aisle Setbacks ^o			Distance (if Sec. 4.6 applies)	Buffers (Sec. 4.11) (<u>S</u> creened/ <u>U</u> nscreened)						
													Adjacent lot is:						
						a Residential district, or any lot with a residence, school, church, or institution of human care							Commercial Use			Industrial Use			
						Front	Side	Rear	Front	Side	Rear		Front, Side, Rear	Front, Side, Rear	Front	Side	Rear	Front	Side
Industrial - Commercial**	Commercial sites 1.5 acres and smaller	N/A	N/A	75	80%	25'			15	4	4	75	50(U) or 15(S)						
	Commercial sites greater than 1.5 acres	N/A	N/A	75	80%	25'	50' (or 25' if adjacent to industrial use)		15	10	10	75	50(U) or 15(S)						
	Industrial	3 acres***	N/A	75	90%	50' (or 25' if adjacent to industrial use)			25	25 (or 20' if adjacent to industrial use)		200	200(U) and 20(S)						
Residential / Light Industrial / Commercial	Commercial or Industrial	N/A	N/A	60	80%	See Industrial - Commercial District													
Rural	Churches	2 acres	200	35	N/A	25	50	50				N/A	50(U) or 15(S)						
	Schools, Grades K-12	Grades K- 4: 10 acres+ Grades 5-8: 20 acres+ Grades 9-12: 30 acres+	500	35	N/A	100			See Parking/Drive Aisle Setbacks for commercial sites (greater or less than 1.5 acres, based on lot size) in the Industrial - Commercial District.			N/A							
	Hospitals	10 acres	500	35	N/A	100						N/A	N/A						
	Other Rural principal permitted uses	40,000 sq. ft.	100	35	N/A	40	50	50				N/A	If a commercial or industrial use, see Industrial - Commercial District; otherwise N/A						
	Commercial or Industrial**	See Industrial-Commercial District																	
Village District	Commercial ^z	N/A	N/A	35	N/A	25	10	40	See Industrial-Commercial										
	Industrial**	See Industrial-Commercial District																	
Residential Growth	Commercial or Industrial**	See Industrial-Commercial District																	
Neighborhood Commercial ^z	Commercial	N/A	N/A	35	70%	15' (min) 25' (max)	10 ^f	10 ^o	See Industrial-Commercial District			25	See Industrial - Commercial District						
General Commercial ^z	Commercial	N/A	N/A	60	80%	20	10	25	See Industrial - Commercial District										
Highway Commercial	Commercial	N/A	N/A	60	80%	25	25	25											
Light Industrial	Commercial or Industrial	N/A	N/A	60	80%	25	25	25											
Major Industrial	Commercial	N/A	N/A	75	90%	25	10	50											
	Industrial	3 acres***	N/A	75	90%	25	50	50											
Office / Commercial Mixed Use	Commercial	N/A	N/A	60	80%	15' (min) 25' (max)	10 ^f	10 ^o											
Planned Development	Commercial	3 acres	See General Commercial District. Note: Planning Commission may amend development standards for developments in the PND District (see Article 5).																

The requirements in this table are in addition to any other applicable requirements in the text of the Zoning and Land Development Ordinance. See also Article 8 of the ordinance for site development standards for certain land uses.

This table is for reference purposes only. In the event of a conflict with the text of the Zoning and Land Development Ordinance, the Ordinance this table shall prevail.

All dimensions are in feet unless otherwise indicated.

* Maximum building height is subject to Section 9.2. ~~These yard requirements are also for an approved commercial or industrial use proposed for any other zone. [Source: Section 6.6(d)]~~

**If land use(s) approved via Neighborhood Compatibility Meeting process or Development Review System process in accordance with the Zoning and Development Review this Ordinance.

***MLA for Industrial uses does not apply if the site is located in an approved Industrial Park [Source: Section 5.6(e)]

****For schools in Rural district: Plus one (1) additional acre for every 100 pupils. Minimum lot size for Vocational Schools shall be based on State of West Virginia Code. If a sewer treatment plant and retention ponds are required, acreage shall be increased accordingly. [Source: 5.7(b)]

^zVillage Commercial setbacks may be reduced as a result of a Compatibility Assessment Meeting based on other structures existing in the neighborhood. Side and rear yard setbacks - 6' for an existing structure to be used for a land use as provided in Sec. 5.10 [Source: 5.40]

^oSetback may be reduced if adjacent to industrial use.

^fFor an industrial use, no structures, stored materials, or vehicular parking shall be permitted within the buffer yard. For a commercial use, no structures, materials, or vehicular parking shall be permitted within the side and rear yard buffers.

^oA rear yard setback may be reduced to 10' for a non-residential use abutting a commercial or industrial use at a rear lot line.

^fFor a non-residential use abutting a commercial or industrial use, no side yard setback is required, unless required by Building Code or other law or regulation.

^oChurches in any district: (1) are treated as a commercial use on a lot of greater than 1.5 acres in determining buffer requirements and parking/drive aisle setbacks; (2) building setbacks are 25' (front) and 50' (side/rear); and (3) Distance requirements do not apply.

^zArticle 5 also provide supplemental standards for certain development types in this district.

APPENDIX C: PERMITTED USES TABLE [DRAFT 6/6/13]

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P = Permitted use

NP = Not permitted use

PC = Use permitted conditionally subject to requirements of district and/or other requirements of this ordinance

* = Limited permitted or conditional uses listed in Permitted Uses Table.

** = Accessory use to a planned residential community, if permitted pursuant to Sec. 5.4

[Note: Blue text indicates proposed new districts and new land use name, or other text changes]

[Red text indicates deleted text]

Land Use	NC	GC	HC	LI	MI	PND ¹	OC	R	RG	R-LI-C	I-C	V	Additional Standards
Residential Uses													
Dwelling, Single Family	P	NP	NP	NP	NP	P	NP	P	P	P	NP	P	
Dwelling, Single Family, Small Lot	P	NP	NP	NP	NP	P	P	NP	P	P	NP	NP	
Dwelling, Two Family	NP	NP	NP	NP	NP	P	NP	P	P	P	NP	P	
Dwelling, Duplex	NP	NP	NP	NP	NP	P	NP	NP	P	P	NP	P	
Dwelling, Townhouse	PNP	NP	NP	NP	NP	P	P	NP	P	P	NP	NP	
Dwelling, Multi-Family	PNP	NP	NP	NP	NP	P	P	NP	P	P	NP	NP	
Day Care Center, Small	P	NP	NP	NP	NP	P	NP	P	P	NP P	P	NP P	
Mobile Home	NP	NP	NP	NP	NP	NP	NP	P	NP	NP	NP	NP	
Mobile Home Park	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	
Model Homes/Sales Office	P	PC	NP	NP	NP	P	P	P	P	P	NP	NP	Sec. 8.10
Home Uses													
Home Occupation, Level 1	P	NP	NP	NP	NP	P	P	P	P	P	P	P	Article 4A
Home Occupation, Level 2	P	NP	NP	NP	NP	P	P	P	P	P	P	P	Article 4A
Cottage Industry	P	NP	NP	NP	NP	P	P	P	P	P	P	P	Article 4A
Institutional Uses													
Airport	NP	NP	NP	P	P	NP	NP	NP	NP	NP	PC	NP	
Church	P	P	P	P	PC	P	P	P	P	P	NP	PC P	
Convention Center	NP	P	P	P	PC	P	P	NP	NP	P	PC	NP	
Cultural Facility	P	P	P	P	PC	P	P	P	NP	NP	P	P	
Day Care Center, Large	P	P	P	P	PC	P	P	NP	P	P	P	PC	
Electric Vehicle Charging Station	P	P	P	P	P	P	P	NP	NP	P	P	PC	
Elementary or Secondary School	P	P	PC	PC	NP	P	P	P	P	P	NP	NP	
Essential Utility Equipment	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 4.7
Group Residential Facility	P	P	P	NP	NP	P	P	P	P	P	NP	P	
Group Residential Home	P	P	P	NP	NP	P	P	P	P	P	NP	P	
Heliport	GNP	PC	PC	P	P	PC	PC	NP	NP	PC	PC	NP	
Hospital	NP	P	P	P	PC	P	P	P	P	P	NP	NP	
Nursing or Retirement Home	PC	P	P	P	NP	P	P	NP	P	P	NP	NP	
Park	P	P	P	P	NP	P	P	P	P	P	NP	P	
Performing Arts Theater	P	P	P	P	P	P	P	NP	NP	P	P	PC	
Preschool	P	P	PC	PC	PC	P	P	P	P	P	NP	NP	
Public Safety Facility	P	P	P	P	P	P	P	P	P	P	P	P	
Publicly Owned Facility	P	P	P	P	P	P	P	P	P	P	P	NP PC	
Recycling Drop-Off Center	PC	P	P	P	P	P	P	NP	NP	P	P	NP	
Residential Care Home	P	P	P	NP	NP	P	P	P	P	P	NP	P	
School, College or University	NP	P	P	P	NP	P	P	NP	NP	P	NP	NP	
School, Vocational or Professional	NP	P	P	P	NP	P	P	NP	NP	P	P	NP	
Vocational and Training Facility for Adults	P	P	P	P	P	P	P	P	P	P	NP	NP	
Industrial													
Heavy Equipment Repair	NP	NP	NP	PC	P	NP	NP	NP	NP	NP	PC P	NP	
Heavy Industrial Uses	NP	NP	NP	NP	P	NP	NP	NP	NP	NP	P	NP	Sec. 8.9

¹ Note: the Planning Commission may amend the permitted uses for a development in the PND District per Article 5 of this ordinance

² Approval process is per the Salvage Yard Ordinance.

APPENDIX C: PERMITTED USES TABLE [DRAFT 6/6/13]

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** = Accessory use to a planned residential community, if permitted pursuant to Sec. 5.4

[Note: Blue text indicates proposed new districts and new land use name, or other text changes]

[Red text indicates deleted text]

Land Use	NC	GC	HC	LI	MI	PND ¹	OC	R	RG	R-LI-C	I-C	V	Additional Standards
Light Industrial Uses	NP	NP	NP	P	P	NP	NP	NP	**	P	P	NP	Sec. 8.9
Manufacturing, Heavy	NP	NP	NP	PC	P	NP	NP	NP	NP	NP	PC	NP	
Manufacturing, Limited	NP	P	P	P	P	PC	P	NP	NP	P	P	NP	
Printing and Publishing	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Salvage Yards	NP	NP	NP	NP	PC ²	NP	NP	NP	NP	NP	PC ²	NP	Sec. 4.4L
Shooting Range, Indoor	NP	PC	PC	P	P	NP	NP	NP	NP	PC	P	NP	
Shooting Range, Outdoor	NP	NP	NP	PC	PC	NP	NP	NP	NP	NP	P PC	NP	
Slaughterhouses, Stockyards	NP	NP	NP	NP	P	NP	NP	NP	NP	NP	PC	NP	
Transportation Terminal	NP	P	P	P	P	P	P	NP	NP	PC	P	NP	
Vehicle Storage	NP	NP	NP	P	P	NP	NP	NP	NP	NP	P	NP	
Warehousing and Distribution, General	NP	NP	NP	PC	P	NP	NP	NP	NP	PC	P	NP	
Warehousing and Distribution, Limited	NP	P	P	P	P	PC	P	NP	NP	P	P	NP	
Industrial Manufacturing & Processing													Sec. 8.9
Acid or heavy chemical manufacturer, processing or storage	NP	NP	NP	NP	PC	NP	NP	NP	NP	NP	PC	NP	
Bituminous concrete mixing and recycling plants	NP	NP	NP	NP	PC	NP	NP	NP	NP	NP	PC	NP	
Cement or Lime Manufacture	NP	NP	NP	NP	PC	NP	NP	NP	NP	NP	PC	NP	
Commercial Sawmills	NP	NP	NP	NP	PC	NP	NP	NP	NP	NP	PC	NP	
Concrete and ceramic products manufacture, including ready mixed concrete plants	NP	NP	NP	NP	PC	NP	NP	NP	NP	NP	PC	NP	
Explosive manufacture or storage	NP	NP	NP	NP	PC	NP	NP	NP	NP	NP	PC	NP	
Foundries and/or casting facilities	NP	NP	NP	NP	PC	NP	NP	NP	NP	NP	PC	NP	
Garbage or dead animal reduction or processing; Landfills	NP	NP	NP	NP	PC	NP	NP	NP	NP	NP	PC	NP	
Jails and Prisons	NP	NP	NP	NP	PC	NP	NP	NP	NP	NP	PC	NP	Sec. 8.7
Mineral extraction, mineral processing	NP	NP	NP	NP	PC	NP	NP	NP	NP	NP	PC	NP	
Petroleum products refining or storage	NP	NP	NP	NP	PC	NP	NP	NP	NP	NP	PC	NP	Sec. 8.11
Adult Uses													
Adult Uses	NP	NP	NP	PNP	P	NP	NP	NP	NP	NP	P	NP	Sec. 4.4K, Sec. 8.1
Recreational Uses													
Hunting, Shooting, Archery and Fishing Clubs, public or private	NP	NP	NP	PC	PC	NP	NP	P	NP	NP	NP	NP	Sec. 8.8
Commercial Uses													Sec. 8.9
Antique Shop	P	P	P	P	NP	P	P	NP	NP	P	P	PC	
Appliance Sales	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Art Gallery or Artist Studio	P	P	P	P	NP	P	P	NP	NP	P	P	PC	
ATM	P	P	P	P	NP	P	P	NP	NP	P	P	PC	
Automobile repair, sales and service	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Automobile parts, supplies and tire stores	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Automobile, light truck and light trailer rentals, indoor	P	P	P	P	P	P	P	NP	NP	P	P	NP	

¹ Note: the Planning Commission may amend the permitted uses for a development in the PND District per Article 5 of this ordinance

² Approval process is per the Salvage Yard Ordinance.

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[Note: Blue text indicates proposed new districts and new land use name, or other text changes]

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Land Use	NC	GC	HC	LI	MI	PND ¹	OC	R	RG	R-LI-C	I-C	V	Additional Standards
Automobile, light truck and light trailer rentals, outdoor	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Bail Bond Services	NP	P	P	P	P	NP	NP	NP	NP	PC	P	NP	
Branch Bank	P	P	P	P	PC	P	P	NP	NP	P	P	PC	
Bank with drive-through facility	PC	P	P	P	PC	P	P	NP	NP	P	P	NP	
Bar / Nightclub	PC	P	P	P	NP	P	P	NP	NP	P	P	NP	
Barber/Beauty Shop, Limited	P	P	P	P	NP	P	P	NP	NP	P	P	PC	
Bed and Breakfast	P	NP	NP	NP	NP	NP	NP	P	NP	NP	NP	PC	Sec. 8.3
Business Equipment Sales and Service	PC	P	P	P	P	P	P	NP	NP	P	P	NP	
Building Maintenance Services	PC	P	P	P	P	P	P	NP	NP	P	P	NP	
Building Materials and Supplies	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Campground	PC	P	NP	NP	NP	P	P	NP	NP	P	P	NP	
Commercial Uses <i>[use was formerly shown as deleted]</i>	*	*	*	*	*	*	*	*	**	P	P	*	Sec. 8.9
Car Wash	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Commercial Blood Plasma Center	NP	P	P	P	P	PC	PC	NP	NP	PC	P	NP	
Contractor with no outdoor storage	P	P	P	P	P	P	P	NP	NP	P	P	NP	
Contractor with outdoor storage	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Retail Food Convenience Store, Limited	P	P	P	P	PC	P	P	NP	NP	P	P	PC	
Convenience Store	PC	P	P	P	PC	P	P	NP	NP	PC PC	P	NP	Sec. 5.8C (RLIC only)
Country Inn	P	P	P	P	NP	P	P	NP	NP	P	P	PC	
Custom Manufacturing	P	P	P	P	P	P	P	NP	NP	P	P	PC	
Dry cleaning and laundry services pick-up station; laundromat	P	P	P	P	PC	P	P	NP	NP	P	P	PC	
Dry cleaning and laundry facility services	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Equipment Rental, Sales, or Service	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Exterminating Services	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Florist	P	P	P	P	PC	P	P	NP	NP	P	P	PC	
Food Preparation	P	P	P	P	P	P	P	NP	NP	P	P	NP	
Hotel/Motel	NP	P	P	P	NP	P	P	NP	NP	P	P	NP	
Gambling Facilities	NP	NP	NP	PNP PC	PC PC	NP	NP	NP	NP	NP	PC PC	NP	Sec. 4.4G
Gas Station, Limited	P	P	P	P	P	P	P	NP	NP	P	P	NP	
Gas Station	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Gas Station, Large	NP	PC	P	P	P	PC	PC	NP	NP	P	P	NP	
Golf Course	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Grocery Store	P	P	P	P	PC	P	P	NP	NP	P	P	NP	
Horse Racing Facility	NP	NP	NP	P	P	NP	NP	NP	NP	P	P	NP	
Kennel	NP	P	P	P	PC	P	P	P	NP	P	P	NP	Sec. 8.4
Medical/Dental/Optical Office, Small	P	P	P	P	PC	P	P	NP	NP	P	P	P	
Medical/Dental/Optical Office	NP	P	P	P	PC	P	P	NP	NP	P	P	NP	
Mobile home, boat and trailer sales	NP	P	P	P	P	P	P	NP	NP	PC	P	NP	
Movie Theater	NP	P	P	P	PC	P	P	NP	NP	P	P	NP	
Non/Not for-Profit Commercial Uses	P	P	P	P	PC	P	P	NP	NP	P	P	NP	

¹ Note: the Planning Commission may amend the permitted uses for a development in the PND District per Article 5 of this ordinance

² Approval process is per the Salvage Yard Ordinance.

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[Note: Blue text indicates proposed new districts and new land use name, or other text changes]

[Red text indicates deleted text]

Land Use	NC	GC	HC	LI	MI	PND ¹	OC	R	RG	R-LI-C	I-C	V	Additional Standards
Non-Profit Community Centers	P	P	P	P	PC	P	P	P	NP	P	P	NP	
Parking, Commercial Offsite Accessory	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Pawn Shop Services	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Personal Services	P	P	P	P	PC	P	P	NP	NP	P	P	PC	
Professional Office	P	P	P	P	PC	P	P	NP	NP	P	P	PC	
Restaurant, Fast Food, Limited	P	P	P	P	PC	P	P	NP	NP	P	P	PC	
Restaurant, Fast Food	PC	P	P	P	PC	P	P	NP	NP	PPC	P	NP	Sec. 5.8C (RLIC only)
Restaurant, Fast Food, Drive-Through	NP	P	P	P	PC	PC	P	NP	NP	PPC	P	NP	Sec. 5.8C (RLIC only)
Restaurant, Limited	P	P	P	P	PC	P	P	NP	NP	P	P	PC	
Restaurant	P	P	P	P	PC	P	P	NP	NP	P	P	NP	
Retail Sales Limited	P	P	P	P	PC	P	P	NP	NP	P	P	NP	
Retail Store Sales and Services, General	PNP	P	P	P	PC	P	P	NP	NP	P	P	NP	
Retail Store, Large	NP	PC	P	PC	PC	PC	PC	NP	NP	PC	PC	NP	
Shipping and Mailing Services	P	P	P	P	PC	P	P	NP	NP	P	P	NP	
Storage, Commercial	NP	P	P	P	P	P	P	NP	NP	P	P	NP	
Veterinary Services	P	P	P	P	PC	P	P	P	NP	P	P	NP	
Wireless telecommunications facilities	P	P	P	P	P	P	P	P	P	P	P	P	Article 4B
Agricultural Uses													
Agricultural Uses as defined in Article 2	P	P	P	P	P	P	P	P	P	P	P	P	
Agricultural Repair Center	NP	P	P	P	P	P	P	P	NP	P	P	NP	
Agricultural Tourism	P	P	P	P	P	P	P	P	P	P	P	P	
Farm Brewery or Winery	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 8.5
Farm Market	P	P	P	P	PC	P	P	P	NP	P	P	NP PC	Sec. 8.6
Farm Vacation Enterprise	P	P	P	P	P	P	P	P	P	P	P	P	
Feed and/or Farm Supply Center	PC	P	P	P	P	P	P	P	NP	P	P	NP	
Horticultural Nurseries and Commercial Greenhouses	P	P	P	P	P	P	P	P	NP	P	P	NP	
Landscaping Business	P	P	P	P	P	P	P	P	NP	P	P	NP	
Rental of Existing Farm Building for Commercial Storage (structure must have existed for 5 years)	NP	P	P	P	P	P	P	P	NP	P	P	NP	
Accessory Uses													
Accessory Uses	P	P	P	P	P	P	P	P	P	P	P	P	

¹ Note: the Planning Commission may amend the permitted uses for a development in the PND District per Article 5 of this ordinance

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Proposed New Commercial Zoning Districts and Related Amendments to the Zoning and Land Development Ordinance

Section 2.2: Definitions

Add (or amend) the following definitions:

Airport	Any area of land or water designated, set aside, used, or intended for use, for the landing and take-off of aircraft, including runways, aircraft storage buildings, helicopter pads, air traffic control facilities, informational facilities, and devices, terminal buildings, and airport auxiliary facilities, including fences, lighting and antennae systems, on-premise signs, driveways, and access roads. This term includes aircraft maintenance facilities, aviation instruction facilities, and heliports when part of a larger airport facility.
Appliance Sales	Use of a site for indoor sale of nonportable equipment used for domestic functions, including but not limited to washers, dryers, refrigerators, freezers, and stoves.
Art Gallery or Artist Studio	The use of a site for (a) an establishment engaged in the sale or exhibit of art works including but not limited to paintings, sculpture, knitted goods, or pottery; and/or (b) work space for one or more artists, artisans, or craftspersons, who may offer instruction in the creation of art works.
Automobile parts, supplies and tire stores	Stores that sell new automobile parts, tires, and accessories. This use includes installation of new tires.
Automobile repair, sales and service	The use of a site for the repair and maintenance of automobiles, motorcycles, trucks, trailers, or similar vehicles including but not limited to body, fender, muffler, or upholstery work, oil change and lubrication, painting, and tire service, but excluding dismantling or salvage.
Automobile, light truck and light trailer rentals, indoor	Rental of automobiles, light trucks, light trailers, and vans, including a rental office but not including parking and servicing of vehicles for rent or lease. Typical uses include auto rental agencies and taxicab dispatch areas. This use is conducted indoors with no outdoor storage of vehicles to be rented.
Automobile, light truck and light trailer rentals, outdoor	Rental of automobiles, light trucks, light trailers, and vans, including a rental office and incidental parking and servicing of vehicles for rent or lease. Typical uses include auto rental agencies and taxicab dispatch areas.
Bail Bond Services	An establishment which provides sureties to procure the release of persons under arrest by becoming financially responsible for their appearance at the time and place designated.
Bank with drive-through facility	A bank that includes provisions for the conduct of banking services directly to the occupants of motor vehicles.
Bar / Nightclub	An area primarily devoted to the serving of alcoholic beverages and in which the service of food is only incidental to the consumption of such beverages. This use may include live entertainment (other than an adult use) that complies with Jefferson County noise restrictions.

Bicycle Parking Space	A volume of space that can accommodate locked storage of one (1) bicycle at a bicycle rack, i.e. a fixture to which one or more bicycles can be securely locked.
Bank	A financial institution that is open to the public and engaged in deposit banking, and that performs closely related functions such as making loans, investments, and fiduciary activities. A bank does not include the Pawn Shop Services land use.
Building Maintenance Services	An establishment primarily engaged in the provision of maintenance and custodial services to firms rather than individuals. Typical uses include janitorial, landscape maintenance, or window cleaning services.
Building Materials and Supplies	An establishment which sells goods relating to construction which require a large floor area such as lumber, appliances, electrical supplies and plumbing supplies.
Business Equipment Sales and Service	An establishment primarily engaged in the sale, rental or repair of equipment and supplies used by office, professional and service establishments to the firms themselves rather than to individuals, but excluding automotive, construction and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms.
Campground	An area or premises operated as a commercial enterprise, generally providing space for seasonal accommodations for transient occupancy or use by tourists occupying camping trailers, self-propelled campers, tents, cabins and/or lodges. A camp ground shall be designed for seasonal occupancy, as opposed to permanent year-round occupancy, and shall not be construed to mean a Mobile Home Park as defined in this ordinance.
Car Wash	A structure, or portion thereof, containing facilities for washing motor vehicles by hand or by using production-line, automated or semi-automated methods for washing, whether or not employing a chain conveyor, blower, steam-cleaning or similar mechanical device.
Commercial Blood Plasma Center	The use of a site as a facility for the donation or sale by individual donors of blood plasma and other blood products, with the exception of whole blood. This land use does not include a blood bank.
Contractor with no outdoor storage	Use of a site for the business office of a general contractor or builder engaged in the construction of buildings, either residences or commercial structures. The premises may include an enclosed space used for the housing and/or operating of machinery, the provision of services, the fabrication of building-related products, and interior storage, but which does not use any exterior storage area other than incidental storage.
Contractor with outdoor storage	Use of a site for the business office of a general contractor or builder engaged in the construction of buildings, either residences or commercial structures. The premises may include an enclosed space used for the housing and/or operating of machinery, the provision of services, the fabrication of building-related products, and interior storage. This use may include outdoor storage of building materials and heavy equipment such as road graders, dump trucks, cement mixers.

Convenience Store	An establishment, not exceeding 10,000 square feet of gross floor area, engaged in the retail sale, from the premises, of food, beverages and other frequently or recurrently needed items for household use. This land use does not include a gas station.
Convention Center	A facility designed to accommodate 500 or more persons and used for conventions, conferences, seminars, product displays, recreation activities, and entertainment functions, along with accessory functions including temporary outdoor displays, and food and beverage preparation and service for on-premise consumption.
Custom Manufacturing	Use of a site for the manufacturing of products that are usually handmade and/or are made in small-scale enclosed workshops, involving the use of hand tools, the use of domestic mechanical equipment, or a kiln. This category also includes incidental direct sale to customers of those goods produced on the site. Examples include clay products, glass blowing, jewelry, leatherworking, custom bookbinding, metalworking, and woodworking.
Dry cleaning and laundry facility	A facility at which clothing and other fabrics are dry-cleaned or laundered for customers, utilizing processes which are in compliance with applicable state and federal laws.
Dry cleaning and laundry pick-up station; laundromat	An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry, and/or that provides self-service machines for use by customers for the washing or drying of clothes or other fabrics. This use does not include the maintenance or operation of any other types of laundry or dry cleaning equipment or machinery on the premises. [Note: redundant definition]
Dry cleaning and laundry services	The use of a site for customer drop-off and pickup of clothing or fabrics, to be laundered or dry-cleaned at an offsite location. This use does not include use of a site as a Dry Cleaning and Laundry Facility.
Dwelling, Single Family, Small Lot	A single-family detached dwelling meeting the site development standards for a Dwelling, Single Family, Small Lot as required by this ordinance.
Electric Vehicle Charging Station	A public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.
Equipment Rental, Sales, or Service	The use of a site for the sale or rental of trucks of one ton or greater capacity, tractors, construction equipment, agricultural implements, mobile homes, or similar heavy equipment, including incidental storage, maintenance, and servicing. This use includes truck dealerships and construction equipment dealerships, and mobile home sales establishments.
Exterminating Services	The use of a site for the eradication or control of rodents, insects, or other pests with incidental storage on sites other than where the service is rendered.
Food Preparation	An establishment in which the principal use is the preparation of food and meals on the premises, and where such food and meals are delivered to another location for consumption. This use includes food preparation for catering.
Gambling Facilities	The operation or conducting of any games played with cards, roulette wheels, dice, craps, slot machines, video lottery terminals, mechanical, electro-mechanical, or electronic amusement devices or machine for the return of money, cash, or prizes, or anything that could be redeemed for money, cash, or prizes. This definition does not apply to games of chance

	operated by charitable organizations licensed under West Virginia state law.
Gas Station	Buildings and premises for the supply and retail dispensing of motor fuels. Accessory uses may include minor servicing and repair of automobiles; and sale of lubricants, batteries, tires, motor vehicle accessories, beverages, food, tobacco products and other retail merchandise; a car wash; and up to fifty (50) square feet of accessory outdoor storage and display area for goods offered for sale. A gas station shall be classified as a "Gas Station, Large" if it exceeds any of the following criteria: four fuel pump islands, a total of eight fuel pumps, and/or a gas station combined with a convenience store of 3,000 square feet gross floor area.
Gas Station, Large	A gas station (as defined in this ordinance) exceeding any of the following criteria: four fuel pump islands, a total of eight fuel pumps, and/or a gas station combined with a convenience store of 3,000 square feet gross floor area.
Gas Station, Limited	A gas station (as defined in this ordinance) limited to two fuel pump islands and a total of two fuel pumps. A Gas Station, Limited land use may include as an accessory use a convenience store with a gross floor area not to exceed 1,000 square feet gross floor area .
Golf Course	A facility other than a miniature golf course for the playing of golf. A golf course may include a clubhouse with rest rooms and locker rooms, may provide additional services customarily furnished such as swimming, outdoor recreation, and related retail sales; and may include a restaurant as an accessory use.
Grocery Store	An establishment in which most of the floor area is devoted to the sale of food products for home preparation and consumption, which typically also offer other home care and personal care products, and which carry a broader range of merchandise than convenience stores. A grocery store may include a pharmacy as an accessory use. [unnecessary]
Gross Floor Area	The sum of the total horizontal areas of every floor of every building on a lot. The measurement of gross floor area shall be computed as provided in the Jefferson County Subdivision and Land Development Regulations.
Heavy Industrial Use	Manufacturing or other enterprises with significant external effects including but not limited to noise, dust, glare, odors or vibrations, or which op pose significant risks due to the involvement of explosives, radioactive materials, poisons, pesticides, herbicides, or other hazardous materials in the manufacturing or other process. This use also includes those land uses characterized by heavy trucking activity or extensive warehousing.
Helipad	A facility without the logistical support provided by a heliport where helicopters take off and land. Helipads do not include facilities for maintenance, repair, fueling, or storage of helicopters.
Heliport	An area designed to be used for the landing or takeoff of helicopters including operations facilities, such as maintenance, loading and unloading, storage, fueling, or terminal facilities.
Horse Racing Facility	A facility licensed by the State of West Virginia to offer, for public viewing and amusement, on-site horse racing events with on-site related wagering thereupon. This use can also include the conduct of other occasional special events. In addition to the race course and spectator areas, this use also includes accessory uses (including but not limited to eateries, off-street parking structures, public, community or private utilities, exhibits, and shops). This use may also include the provision of resident employee and guest lodging services for both humans and animals

	incidental to the visit or stay on the site. This use may also include veterinary care for animals kept or visiting the site.
Hotel/Motel	A building in which lodging is provided and offered to the public for compensation, and which is open to transient guests and is not a Bed and Breakfast, Residential Care Home, Group Residential Home, Group Residential Facility, or Country Inn as defined in this ordinance. A hotel/motel may include a restaurant, bar, personal and retail services, and entertainment as accessory uses.
Kennel (replaces existing definition in ordinance)	The boarding, breeding, raising, grooming, or training of more than six dogs, cats, or other household pets of any age not owned by the owner or occupant of the premises, and/or for commercial gain or as part of the operations of a not-for-profit organization.
Manufacturing, Heavy	An establishment engaged in manufacturing, assembly, fabrication, packaging or other industrial processing of products primarily from extracted or raw materials or the bulk storage and handling of such products and materials, or an industrial establishment having potential to produce noise, dust, glare, odors or vibrations beyond its property line. A land use that generates significant noise, odor, vibration, illumination, or particulate matter that has the potential to adversely affect adjacent land uses, or requires a significant amount of on-site hazardous chemical storage, shall be classified under this land use.
Manufacturing, Limited	The manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing and custom manufacturing. This category includes welding services.
Medical/Dental/Optical Office	A facility other than a hospital where medical, dental, optical, mental health, surgical, and/or other personal health care services are provided on an outpatient basis, and that accommodates licensed primary practitioners (for example, chiropractors, dentists, medical doctors, optometrists, prescription opticians, psychologists, etc.) within a single office suite.
Mobile home, boat and trailer sales	Use of a site for the sale, rental or servicing of mobile homes, boats and trailers. This use includes outdoor display of items for sale or rent, and accessory retail sale of merchandise related to mobile homes, boats and trailers. This use does not include a gas station.
Movie Theater	A building containing audience seating and one or more screens and auditoriums intended for the viewing of films. A movie theater may contain a lobby and refreshment stand, and may include service of food and beverages to seated patrons. Incidental use of a movie theater for community events and live performances is permitted. This use does not include an adult use or a bar/nightclub.
Parking, Commercial Offsite Accessory	Use of a site for the storage of motor vehicles, which is not accessory to any other use on the same or any other lot, and which contains parking space rented to the general public or reserved for individuals by the hour, day, week, or month.
Pawn Shop Services	An establishment that engages, in whole or in part, in the business of loaning money on the security of pledges of personal property, or deposits or conditional sales of personal property, or the purchase or sale of personal property. This use does not include a Bank.
Performing Arts	An establishment for the performing arts with seating for audiences. Such establishments may

Theater	include related services such as food and beverage sales and other concessions. Incidental use of a performing arts theater for community events is permitted. This use does not include an adult use or a bar/nightclub.
Personal services	Establishments primarily engaged in providing individual services generally related to personal needs of a non-medical type, including barber shops; beauty salons; chiropractic clinics; clothing rental; dry cleaning and laundry services (as defined in this ordinance) ; duplicating services; garment repair, pressing, and tailoring; massage therapy provided by licensed massage practitioner; photographic studios; psychic readers; real estate; self-service laundromat; shoe repair; spas; tanning salons; travel agencies; video rental stores and other similar establishments.
Printing and Publishing	A printing operation of an industrial scale, involving a process that is considered printing, imprinting, reproducing, or duplicating images and using printing methods including but not limited to offset printing, lithography, web offset, flexographic, and screen process printing. This use may include the production of books, magazines, newspapers and other printed matter.
Professional Office	A building used primarily for offices for administrative, executive, professional, research, or similar organizations; and for real estate, advertising, and insurance agencies and similar firms. No merchandise is sold on the premises. An office building may include ancillary services for employees, such as a restaurant or coffee shop. This land use does not include a Medical/Dental/Optical Office.
Recycling Drop-Off Center	A building or site used for a drop-off location for temporary storage of recyclable, recoverable or reusable materials such as paper, cardboard, glass, metal, plastic, batteries and motor oil. Processing of materials is limited to separation. This land use is intended for household or consumer use rather than commercial or industrial use. The area dedicated a Recycling Drop-Off Center is limited to 1,000 square feet.
Restaurant	A commercial establishment where food and beverages are prepared, served, and consumed primarily within the principal building. and where food sales constitute more than 50 percent of the gross sales receipts for food and beverages. A restaurant may include the incidental sale of alcohol for on-premises consumption; however, sale of food and non-alcoholic beverages is the principal use of the site. This use does not include the use Bar / Nightclub.
Restaurant, Fast Food	Any establishment whose principal business is the sale of foods and/or beverages in ready-to-consume individual servings, for consumption either inside or outside the restaurant building or for carry-out. Customer orders and/or service may be by means of a window or walk-up counter. A fast food restaurant whose design or method of operation includes a drive-up window or drive-through service or includes service to customers in parked motor vehicles is classified as a Restaurant, Fast Food, Drive-Through. This use may include the incidental sale of alcohol for on-premises consumption; however, sale of food and non-alcoholic beverages is the principal use of the site. This use does not include the use Bar / Nightclub.
Restaurant, Fast Food, Drive Through	A fast food restaurant whose design or method of operation includes a drive-up window or drive-through service or includes service to customers in parked motor vehicles.
Retail sales, limited	Establishments of up to 10,000 square feet or fewer of gross floor area engaged in the sale or rental of goods for consumer or household use; excluding, however, animal sales or service;

building materials and/or supplies, sales, or rental; and food sales or markets. Typical uses include sale of consumer goods or art or craft objects, flower shops, gift shops, boutiques, and book stores. This use does not include Convenience Store, and does not include any other use specifically classified in another definition herein.

Retail Sales and Services, General

A commercial facility engaged in the indoor sale or rental, with incidental service, of goods or merchandise to the general public for personal or household consumption, or providing retail services or entertainment to the general public. Typical retail sales uses include department stores, apparel stores, discount retail stores, furniture stores, or establishments providing the following products or services: household cleaning and maintenance products; food, pharmaceutical products, cards, books, tobacco products, cosmetics, and specialty items; flowers, plants, pets and pet supplies, hobby materials, toys, and handcrafted items; apparel, jewelry, fabrics and similar items; cameras, photography services, household electronic equipment, video and music products, sporting equipment, home furnishings and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering; interior decorating services; office supplies; mail order or catalog sales; bicycles; and automotive parts and accessories (excluding service and installation). Typical service-related uses include eating and drinking establishments; finance, real estate and insurance; amusement and recreational services or establishments such as bowling alleys and miniature golf courses; health, educational and social services. This use does not include Retail Store, Large, and does not include any other use specifically classified in another definition herein.

Retail Store, Large

A retail sales establishment located within one building with a gross floor area exceeding 50,000 square feet with any commercial retail uses or a combination of such commercial retail uses comprised of greater than 100,000 square feet of gross floor area. In calculating gross floor area, ancillary outdoor storage or merchandise display areas are included. For the purpose of determining the applicability of the 100,000 square feet of floor area, the aggregate square footage is included for all adjacent buildings operated by one company. A Retail Store, Large that sells to members only or that also offers merchandise at wholesale is included in this definition. Stores which would not otherwise be classified as a Retail Store, Large that are connected by common walls as part of a shopping center with shared parking facilities are not included in this definition. If a shopping center includes a store which meets the definition of Retail Store, Large, the entire shopping center shall be treated as a Retail Store, Large for the purposes of applicable ordinances.

School, Vocational or Professional

A specialized or accredited instructional establishment that provides on-site training or education in business, commercial, and/or trade skills. This use includes a community college that primarily provides daytime services to commuter students.

Shipping and Mailing Services

Retail sales or business service establishment to facilitate the transmittal and receipt of letter, bulk and packaging mail. This use does not include major processing of mail or packages or bulk mailing distribution centers, and does not include facilities owned or operated by governmental agencies such as the United States Postal Service.

Shooting Range, Indoor

A facility designed or used for shooting at targets with rifles, pistols, or shotguns, and which is completely enclosed within a building or structure. The operations and design and design of an outdoor shooting range meet all applicable National Rifle Association standards.

Shooting Range, Outdoor

The use of land for the safe discharge and use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder, or any similar firearm for the purpose of target practice, sport shooting, military/law enforcement training, mock war games, or temporary competitions. The operations and design and design of an outdoor shooting range meet all applicable National

Rifle Association standards, and the range must shall the setback and minimum acreage standards for Hunting, Shooting, and Fishing Clubs as established in this ordinance. This land use does not include Hunting, Shooting, Archery and Fishing Clubs and general hunting.

Shopping Center A group of retail and/or other commercial establishments that is planned, constructed and managed as a total entity.

Storage, Commercial An enclosed storage facility of a commercial nature containing independent, fully enclosed bays which are leased to persons exclusively for storage of their household goods or personal property.

Transportation Terminal The use of a site for the provision of a facility for the loading, unloading, or interchange of passengers, baggage, or incidental freight or shipped materials between modes of transportation, and includes bus terminals, railroad stations, airport terminals, and public transit facilities. This use does not include long-term storage of shipped items.

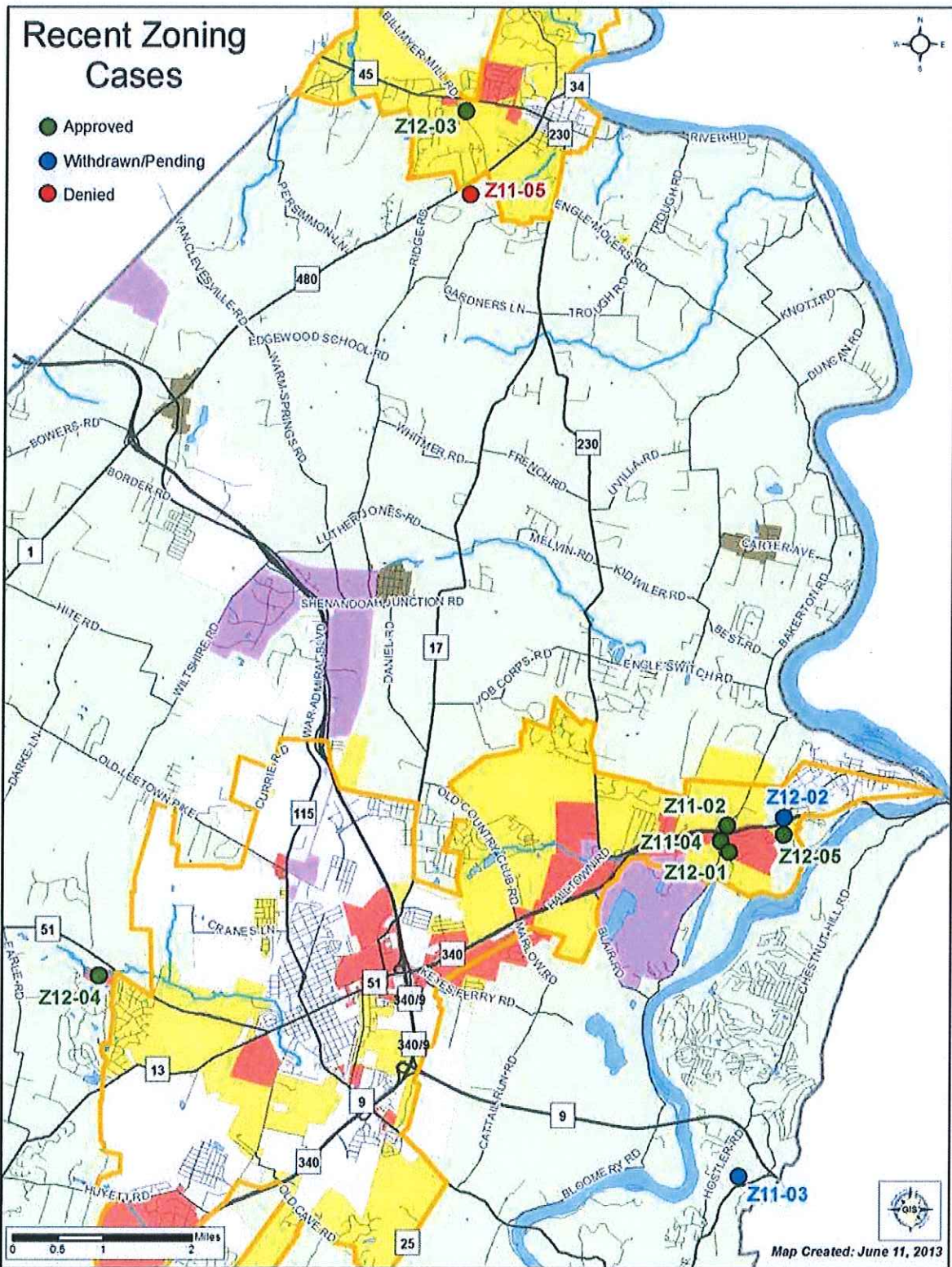
Vehicle Storage The use of a site for long term storage for vehicles. This use includes storage of vehicles towed from private parking areas and impound yards, but excludes dismantling or salvage.

Warehousing and Distribution, General Use of a site for the storage of goods, and sale of goods to other firms for resale, as well as activities involving significant movement and storage of products or equipment. This use includes major distribution centers, frozen food lockers, motor freight terminals, moving or storage firms and similar high volume, high turnover facilities. Facilities may be characterized by extensive warehousing, frequent heavy trucking activity, open storage of material, or nuisances such as dust, noise, and odors.

Warehousing and Distribution, Limited Use of a site for the small scale storage of goods, and sale of goods to other businesses for resale. Wholesale and warehouse areas are will be no more than 50,000 square feet in area and operate during conventional business hours. Outdoor storage is limited to an area of 1,000 square feet. This use does not include major distribution centers, motor freight terminals, moving or storage firms and similar high volume, high turnover facilities, or a use described as a Storage, Commercial facility.

Recent Zoning Cases

- Approved
- Withdrawn/Pending
- Denied



Map Created: June 11, 2013

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Jennifer Brockman

Department or Entity: Planning and Zoning

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1st Choice: December 19, 2013

Date Requested – 2nd Choice: _____

*Jan 2 2014
Jan 16 2014
Jan 23, 2014
6:30 PM*

If a specific date is needed, please provide reason for specific date: N/A

Subject: **Follow up Workshop/Discussion to 11-21-13 Public Hearing input on proposed Zoning Ordinance Text Amendment (ZTA 12-01) to establish additional commercial and industrial zoning district categories, and related changes to the ordinance; including changes to the following sections of the Zoning and Land Development Ordinance: 4.4; 4.6; 4.10; 4.11; 5.1; 5.4; 5.6; 5.7; 5.8; 5.10; 6.3; 6.5; 8.1; 8.9; 8.12; 12.2; 12.3; Appendices A, B, and C; and the addition of new Sections 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 and 5.17– Discussion and possible Action**

Please provide the County Commission with a description of your request or presentation, including any background information:

On November 21, 2013, the Jefferson County Commission held a Public Hearing to consider public input regarding proposed Zoning Ordinance Text Amendments (ZTA 12-01) to establish additional commercial and industrial zoning district categories, and related changes to the ordinance affecting multiple sections of the Zoning and Land Development Ordinance noted above. The record was held open until December 5, 2013 for additional written comments. Attached is a matrix which summarizes all of the comments received with proposed staff responses to each comment for Commission consideration.

As it does appear that there are a number of concerns regarding the timing of the proposed new Zoning District categories, staff would like to remind the Commission that in addition to the creation of new zoning districts addressed in new sections 5.11 through 5.17, other related amendments to the Zoning Ordinance were identified by staff, members of the public, and the Planning Commission during the development and public review of the draft ordinance. These additional amendments did not receive negative public comment and staff would like to recommend that the County Commission move forward with the approval of these amended sections even if the new Zoning categories are tabled. The relevant sections are noted below:

Section 5.8B

Clarifies the impervious surface limit requirements for the Residential - Light Industrial - Commercial district.

Section 6.3

Clarifies that the soils component of the LESA scoring process is not applicable when the development is proposed to be located in an existing building, on an existing paved or

disturbed area, or entails an expansion of less than 1,000 square feet total of an existing building and/or an existing paved area.

This revised section would also include a sentence relocated from Section 6.5D, in order to improve the clarity of this Article.

Section 6.5

Section 6.5D moved to Section 6.3 to improve the clarity of Article 6.

Sections 5.4, 5.6, 5.7, 5.8, 5.10 and Appendices A, B and C (formatting changes only)

Lists of permitted uses are replaced with a statement that “uses that are permitted, conditional, and not permitted in this district shall be as indicated in Appendix C, Principal Permitted Uses Table.”

These revised sections also state that uses shown as conditional uses shall be subject to the Compatibility Assessment Meeting process pursuant to Article 7, Section 7.6 inclusive.

All Development Standards and/or Minimum Lot Area, Lot Width and Yard Requirements replaced with the statement “Setbacks, height and other site development standards shall be as indicated in Appendix A, Residential Site Development Standards, and Appendix B, Non-Residential Site Development Standards, except as provided elsewhere in this ordinance.”

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):

I move to approve the Proposed Zoning Ordinance Text Amendment (ZTA 12-01) to establish additional commercial and industrial zoning district categories, and related changes to the ordinance; including changes to the following sections of the Zoning and Land Development Ordinance: 4.4; 4.6; 4.10; 4.11; 5.1; 5.4; 5.6; 5.7; 5.8; 5.10; 6.3; 6.5; 8.1; 8.9; 8.12; 12.2; 12.3; Appendices A, B, and C; and the addition of new Sections 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 and 5.17;

OR

I move to approve the following proposed revisions that were heard as a part of a larger Proposed Zoning Ordinance Text Amendment (ZTA 12-01) to establish additional commercial and industrial zoning district categories, and related changes to the ordinance, as detailed above:

- 1) Section 5.8B
- 2) Section 6.3 and 6.5D
- 3) Sections 5.4, 5.6, 5.7, 5.8, 5.10 and Appendices A, B and C (formatting changes only)

Attachments:

- Matrix outlining comments received
- Scanned comments received

Proposed Zoning and Land Development Ordinance Text Amendment regarding New Commercial and Industrial Zoning Categories (ZTA 12-01)
Public Comments Received at 11/21/13 County Commission Public Hearing
(includes written comments received before & after the public hearing through 12-05-13)

#	Request	Staff Comment
General Comments		
JCDA submitted a letter in support of the seven New Zoning Categories stating that the existing two categories are too broad for development and strategic planning; additional categories would allow for efficient and streamlined planning and development would allow for efficient and streamlined planning and development. "The current zoning makes no distinction between the creation of a small scale commercial undertaking and a highly trafficked strip mall; both fall under the broad category of Commercial/Industrial."	Approve proposed amendment for new zoning categories.	Staff agrees that moving forward with the proposed text amendment will permit applicants to have a greater variety of choices when applying for a Zoning Map Amendment and will not compromise the integrity of the Comprehensive Plan. It should be noted that the 2004 Comprehensive Plan noted the short coming of the existing zoning categories and this proposed change is in keeping with the 2004 Plan
In favor of amending existing Zoning Categories but an amendment should be delayed until Comprehensive Plan is complete in order to ensure compliance with Comp Plan. (10 Comments)	Postpone amendment until Comprehensive Plan is complete.	If approved, the Envision Jefferson 2035 (2014 Comprehensive Plan) will reference the approved categories in the Future Land Use discussion.
Table amendment until Comprehensive Plan is completed and/or Department Staff is fully staffed. (1 comment)	Postpone amendment until Comprehensive Plan is complete and/or Department Staff is fully staffed.	If approved, the Envision Jefferson 2035 (2014 Comprehensive Plan) will reference the approved categories in the Future Land Use discussion.
No need for new zoning categories at all; too much growth. (1 comment)	Disregard amendment altogether.	The creation of the new zoning categories does not affect the amount of growth in Jefferson County; it merely gives interested parties more choices if pursuing future Zoning Map Amendments.
Opposes Neighborhood Commercial and Planned Neighborhood Development categories. (2 comment)	Remove 2 proposed categories from consideration.	The County Commission could determine to choose to approve other five proposed zoning categories and postpone action on these two categories to a future time.

November 21, 2013

Jefferson County Commission
124 E. Washington Street
Charles Town, WV 25414

Dear County Commissioners:

We are writing to ask you to postpone any further action on proposed amendments to the county Zoning and Land Development Ordinance until the new comprehensive plan is completed.

The proposed expansion of commercial and industrial zoning districts from two to seven is a significant change in the county's ordinance. As you well know, the locations of the proposed new zoning districts are linked directly to the county's comprehensive plan.

Because of the significance of these changes and their direct relationship to the comprehensive plan, the county commission voted wisely in the fall of 2012 to delay further consideration of the proposed changes until after the 2014 comprehensive plan was completed.

Now the commission is considering a 180° turn around, that is, linking the proposed far-reaching changes to a nearly decade-old comprehensive plan.

The proposed changes in commercial and industrial zoning will have substantial impacts effects throughout the county well into the future. It is incomprehensible to us that the commission would turn back 10 years when the county is on the cusp of producing a new comprehensive plan. It is also incomprehensible to us that a commission trying to position this county as a competitor for business start-ups and relocations with aggressive and savvy neighboring counties in Virginia and Maryland would look to the past instead of the future.

We can only ask why the commission has devoted so many taxpayer dollars and asked citizens to donate countless hours working on the 2014 plan only to repudiate it just as it could be of immense value in guiding proposed land-use changes.

In closing, we support the commission's efforts to attract new businesses to the county but we cannot support a regressive approach to those efforts based on decade-old assumptions, data, and analyses.

We urge you to vote to suspend any further action on the proposed commercial and industrial zoning districts and related text changes until after the 2014 comprehensive plan is released.

Sincerely,

Susan Rissler-Sheely
142 Long Marsh Lane
Charles Town, WV 25414

Patricia F. Rissler
443 Long Marsh Lane
Charles Town, WV 25414

Jane F. Rissler
4583 Kabletown Road
Charles Town, WV 25414

From: [Jennifer Brockman](#)
To: [Alex Beaulieu](#)
Subject: FW: New Zoning
Date: Thursday, December 05, 2013 5:19:16 PM

Jennie Brockman
Director, Planning and Zoning

-----Original Message-----

From: Sandy McDonald [<mailto:sandy@jeffersoncountywv.org>]
Sent: Thursday, December 05, 2013 4:43 PM
To: 'Jennifer Brockman'; 'JT Redmon'
Subject: FW: New Zoning

-----Original Message-----

From: Dannie Wall [<mailto:dwall01@frontiernet.net>]
Sent: Sunday, November 17, 2013 3:02 PM
To: webmaster@jeffersoncountywv.org; cschott@jeffersoncountywv.org; sandy@jeffersoncountywv.org; chernandez@jeffersoncountywv.org
Subject: New Zoning

Your submission:

Your Name: Dannie Wall
Your Email Address: dwall01@frontiernet.net
Subject: New Zoning

Message: Re: New Zoning recommended by Planning Commission I urge commissioners not to move forward with any new zoning until the Jefferson co. comprehensive plan is completed, finalized, and reviewed by the commissioners.

From: [Jennifer Brockman](#)
To: [Alex Beaulieu](#)
Subject: FW: New Zoning Categories
Date: Thursday, December 05, 2013 8:52:02 AM

Jennie Brockman
Director, Planning and Zoning

From: cindy spath [mailto:cindyspath@yahoo.com]
Sent: Wednesday, December 04, 2013 6:38 PM
To: jbrockman@jeffersoncountywv.org
Subject: New Zoning Categories

Dear Planning Commission,

I am writing to voice my opposition to two categories of the proposed zoning changes, Planned Neighborhood Development and Neighborhood Commercial. These categories spread commercial uses beyond the expressed wishes of those who have participated in the Comprehensive Planning process. I request the county wait until the completion of the Comprehensive Plan before making any zoning changes that include these categories.

Cindy Spath
Shepherdstown

[Sent from Yahoo Mail on Android](#)

From: [Jennifer Brockman](#)
To: [Alex Beaulieu](#)
Subject: FW: Proposed Zoning Category Changes
Date: Thursday, December 05, 2013 8:52:21 AM

Jennie Brockman
Director, Planning and Zoning

From: Meadowsonriver@aol.com [mailto:Meadowsonriver@aol.com]
Sent: Thursday, December 05, 2013 8:34 AM
To: jbrockman@jeffersoncountywv.org
Subject: Proposed Zoning Category Changes

Dear Dr. Brockman:

Please delay the implementation of the new zoning category changes and/or making any zoning changes until completion of the Comprehensive Plan.

I am opposed to making any changes until such time as the Jefferson County Comprehensive Plan is complete.

Thank you.

*Beverly A. Meadows
448 McShanes Landing
Shepherdstown, WV 25443*

From: [Jennifer Brockman](#)
To: [Alex Beaulieu](#)
Subject: FW: Opposition to Neighborhood Commercial/PND Proposals
Date: Tuesday, December 03, 2013 3:26:48 PM

Jennie Brockman
Director, Planning and Zoning

From: Bruce [mailto:bstrath334@hotmail.com]
Sent: Tuesday, December 03, 2013 1:47 PM
To: jbrockman@jeffersoncountywv.org
Subject: Opposition to Neighborhood Commercial/PND Proposals

Dear Ms Brockman:

I would like to once again voice my opposition to changes in the Jefferson County zoning regulations that would permit "neighborhood commercial" and "planned neighborhood development." It is clear most residents of Jefferson County with an interest in the zoning process don't want the changes and puzzling that your office is pushing these changes while discussion of a new comprehensive plan is on-going.

Over the years the residents of Jefferson County have worked within the parameters of the existing zoning regulations to create neighborhoods, subdivisions and rural areas that they enjoy and are proud of. The property owners have purchased their properties, invested their time and efforts to improve them and paid their property taxes to fund the basic services the state and county provide. Now you would permit, with minimal input from these property owners, commercial interests (generally non-residents) to come into these neighborhoods and exploit their very essence. We haven't been told exactly what type of businesses you expect to locate in our neighborhoods, but we have experience with "river commercial" and the County Commission has discussed shooting ranges!

Look at the strife caused by a Washington, DC businessman's attempt to operate a resort rental in Glenn Haven. He found the community so appealing he would destroy it to make a few bucks! Do you foresee gas stations/convenience stores springing up around the county?

The facts indicate that even smaller towns (Harpers Ferry/Shepherdstown) have trouble supporting (or are unable to support) more than one such establishment. The simple truth is that the people of Jefferson County are by and large content with the status quo. Charlestown/Ranson, Shepherdstown, Martinsburg, Winchester, Hagerstown, Frederick meet our needs, there is no need to destroy Jefferson County in order to save it.

To place the power to approve neighborhood commercial and planned neighborhood development in the hands of your office would be a mistake. Planning and Zoning too often

responds to the pressures of developer/commercial interests. Your recent letter to the County Commission recounting the visit of one of your staff to the River Riders campground where he failed to see construction excavation even though it was heralded by a four foot by four foot, red, white and blue sign, is one embarrassing example.

Instead of treating us like mushrooms, tell us exactly what commercial/development you have in mind. And most important allow the residents of the neighborhoods impacted to have a voice in deciding what, if any, development is acceptable.

Sincerely,

Maral P. Strathearn

From: Jennie Brockman
To: abeaulieu@jeffersoncountywv.org
Subject: Fwd: Comments on new zoning
Date: Friday, November 22, 2013 11:55:23 AM

----- Original message -----

From: Ellen May <emay@ecgc.com>
Date: 11/22/2013 8:00 AM (GMT-05:00)
To: commissionerpnoland@gmail.com,dmanuel@frontiernet.net,walterpellish@me.com,Lynwidmyer@gmail.com
Cc: 'Jennie Brockman' <jbrockman@jeffersoncountywv.org>
Subject: Comments on new zoning

Please forward to Commissioner Tabb as her email is not listed on the website

Having served on the Planning Commission, I understand the long overdue need for clarity and applaud this effort; however the timing for these changes is premature.

I would like to add my vote with those who presented at the public meeting last night, requesting you to table these new zoning categories. My request is support by two very strong reasons.

First, as you know the Steering Committee is working very hard to secure public input on many levels for the comprehensive plan. This is a detailed and complex process and I strongly believe that to interject new zoning concepts at this time would be very confusing to the public, the Committee and the staff. The comprehensive plan is intended to provide the framework to guide new zoning, not the reverse.

Secondly, our Jefferson County Planning staff is competent and dedicated but still only have a finite number of hours in a day. We no longer have a zoning administrator and, as I understand, this position is not to be filled. Therefore, the remaining staff would be required to support the education and implementation of new zoning as well as the comprehensive plan in addition to their day to day work. This does not seem reasonable.

Thank you,

Ellen May

ECGC Distributors, LTD

Executive Director

Al's Garden Center, OR
Armstrong Garden Centers, CA
Calloway's Nursery, TX
English Gardens, MI
Homestead Gardens, MD
Green Acres Nursery & Supply, CA
McDonald Garden Centers, VA
Mahoney's Garden Centers, MA
Martin Viette Nurseries, NY
Molbak's, WA
Petitti Garden Centers, OH
Pike Nurseries, GA
Southern Homes & Gardens, AL

PO 873

Charles Town, WV 25414

304/728-3791

From: [Jennifer Brockman](#)
To: [Alex Beaulieu](#)
Subject: FW: Comments on proposed zoning/land development ordinances
Date: Thursday, November 21, 2013 6:23:27 PM
Attachments: [Comments - Zoning ord-comp plan-JCCom--11-21-13.docx](#)

Jennie Brockman
Director, Planning and Zoning

From: Jessica Carroll [<mailto:jcarroll@jeffersoncountywv.org>]
Sent: Thursday, November 21, 2013 4:22 PM
To: 'Jennie Brockman'
Subject: FW: Comments on proposed zoning/land development ordinances

From: Susan Rissler Sheely [<mailto:susanrissler@frontiernet.net>]
Sent: Thursday, November 21, 2013 4:07 PM
To: info@jeffersoncountywv.org
Subject: Comments on proposed zoning/land development ordinances

November 21, 2013

Jefferson County Commission
124 E. Washington Street
Charles Town, WV 25414

Dear County Commissioners:

We are writing to ask you to postpone any further action on proposed amendments to the county Zoning and Land Development Ordinance until the new comprehensive plan is completed.

The proposed expansion of commercial and industrial zoning districts from two to seven is a significant change in the county's ordinance. As you well know, the locations of the proposed new zoning districts are linked directly to the county's comprehensive plan.

Because of the significance of these changes and their direct relationship to the comprehensive plan, the county commission voted wisely in the fall of 2012 to delay further consideration of the proposed changes until after the 2014 comprehensive plan was completed.

Now the commission is considering a 180° turn around, that is, linking the proposed far-reaching changes to a nearly decade-old comprehensive plan.

The proposed changes in commercial and industrial zoning will have substantial impacts effects throughout the county well into the future. It is incomprehensible to us that the commission would turn back 10 years when the county is on the cusp of producing a new comprehensive plan. It is also

incomprehensible to us that a commission trying to position this county as a competitor for business start-ups and relocations with aggressive and savvy neighboring counties in Virginia and Maryland would look to the past instead of the future.

We can only ask why the commission has devoted so many taxpayer dollars and asked citizens to donate countless hours working on the 2014 plan only to repudiate it just as it could be of immense value in guiding proposed land-use changes.

In closing, we support the commission's efforts to attract new businesses to the county but we cannot support a regressive approach to those efforts based on decade-old assumptions, data, and analyses.

We urge you to vote to suspend any further action on the proposed commercial and industrial zoning districts and related text changes until after the 2014 comprehensive plan is released.

Sincerely,

Susan Rissler-Sheely
142 Long Marsh Lane
Charles Town, WV 25414
304-728-6622 (H)
304-886-2390 (C)

Patricia F. Rissler
443 Long Marsh Lane
Charles Town, WV 25414
304-725-1184

Jane F. Rissler
4583 Kabletown Road
Charles Town, WV 25414
304-728-6166

From: [Jennifer Brockman](#)
To: [Alex Beaulieu](#)
Cc: [JT Redmon](#)
Subject: FW: Take no action on new zones
Date: Wednesday, November 20, 2013 12:57:00 PM

Jennie Brockman
Director, Planning and Zoning

From: Jessica Carroll [<mailto:jcarroll@jeffersoncountywv.org>]
Sent: Tuesday, November 19, 2013 12:30 PM
To: 'Jennie Brockman'
Cc: 'JT Redmon'
Subject: FW: Take no action on new zones

From: Carolyn Rodis [<mailto:cjrodis@yahoo.com>]
Sent: Tuesday, November 19, 2013 10:13 AM
To: info@jeffersoncountywv.org
Subject: Take no action on new zones

We respectfully request that the County Commission continue to defer action on new zones until the Comprehensive Plan is complete. No action should be taken at this time.

Thank you.

Carolyn Rodis and Elloyd Lotridge
4878 Kearneysville Pike
Shepherdstown, WV 25443

From: [Jennifer Brockman](#)
To: [Alex Beaulieu](#)
Cc: [JT Redmon](#)
Subject: FW: New zones
Date: Wednesday, November 20, 2013 12:56:16 PM

Jennie Brockman
Director, Planning and Zoning

From: Sandy McDonald [mailto:sandy@jeffersoncountywv.org]
Sent: Wednesday, November 20, 2013 12:23 PM
To: 'Jennifer Brockman'; 'JT Redmon'
Subject: FW: New zones

From: Lynn Yellott [mailto:lynnellott@gmail.com]
Sent: Wednesday, November 20, 2013 3:00 PM
To: webmaster@jeffersoncountywv.org; cschott@jeffersoncountywv.org; sandy@jeffersoncountywv.org; chernandez@jeffersoncountywv.org
Subject: New zones

Your submission:

Your Name: Lynn Yellott
Your Email Address: lynnellott@gmail.com
Subject: New zones

Message: I think it is imperative that no action be taken on proposed "new zones" until the Comprehensive Plan has been adopted. The decision taken last year to that effect was the wise one. I do hope that this time I receive some responses to my message. The last time I contacted each of you, I received no replies and wonder if you actually received my communication?

Lynn Yellott, Shepherdstown



Jefferson County
Development Authority

November 21, 2013

Commissioner Dale Manuel, President
Jefferson County Commission
124 East Washington Street
Charles Town, WV 25414

Dear Commissioner Manuel,

On behalf of the Board of Directors of the Jefferson County Development Authority I am writing to support the creation of seven new zoning categories to replace the current two zoning classifications of Residential and Commercial/Zoning.

The current two categories are too broad for development and strategic planning needs and often lead to unnecessary misunderstanding and enmity when commercial projects of any size and impact are proposed. The creation of additional categories does not change the actual zoning regulations but allows for more efficient and streamlined planning and development. These new categories will further define what is allowed in specific areas of the County. For example, the current zoning makes no distinction between the creation of a small scale commercial undertaking and a highly trafficked strip mall; both fall under the broad category of Commercial/Industrial.

In closing, I would like to add that the JCDA believes that these new categories will provide clarity for economic development projects in the County. Therefore, we strongly encourage the Jefferson County Commission to look favorably upon the creation of additional zoning categories.

Thank you very much for your consideration and please do not hesitate to contact me if you have any questions.

Sincerely,

John W. Reisenweber
Executive Director

PO BOX 237
CHARLES TOWN
WV 25414

04.728.3255
304.725.3133 fax

www.JCDA.net

11/21/13 PH on New Zoning Categories

① Cathy Vance

- thinks changes help
- but bcs Comp Plan is in process, this should happen st

② Kathy Loftin

- good changes
- also thinks it should be tabled - Comp Plan should be framework

③ Bernard Simmons

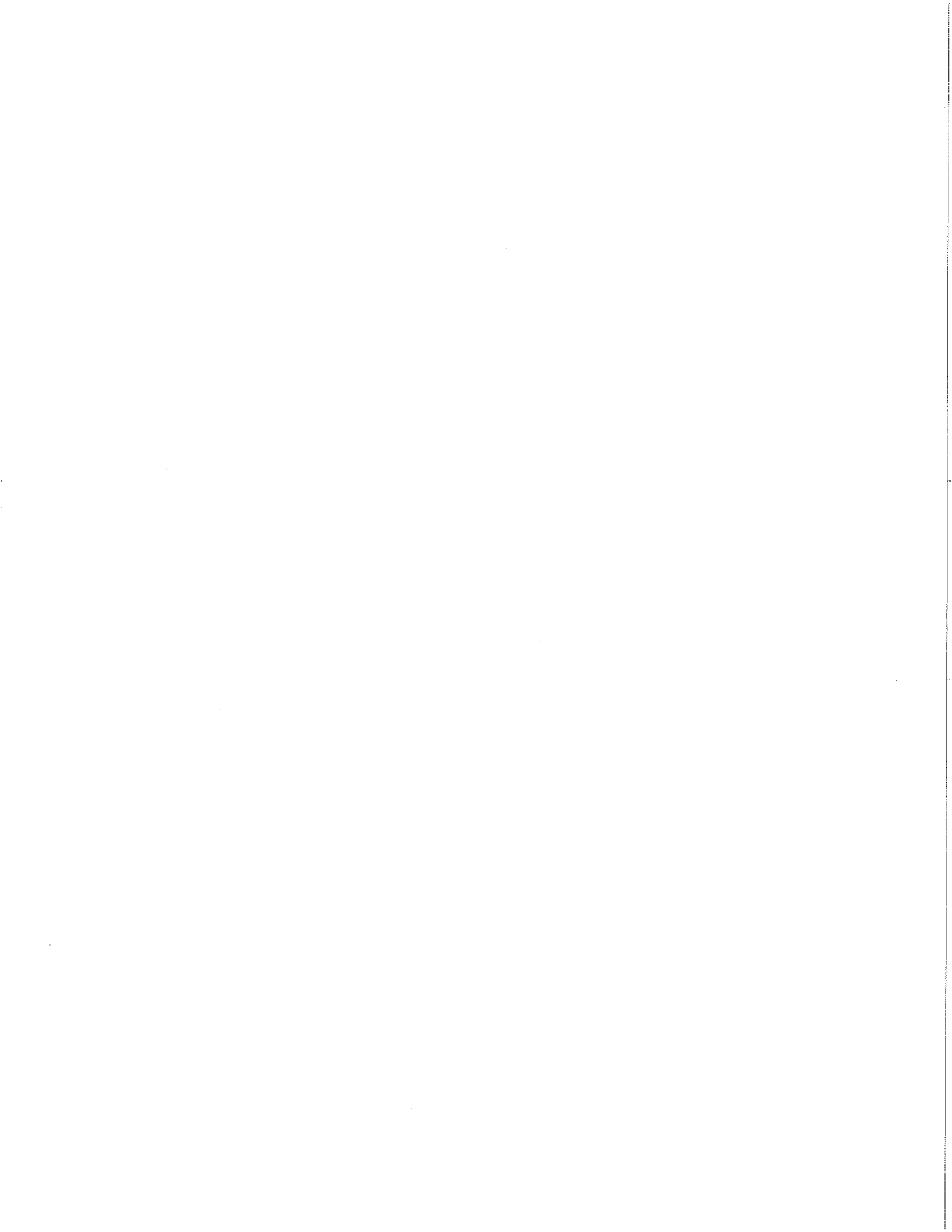
- ~~too~~ too much growth
- no pl in town - 340 consider is a mess
- to many wells

④ Ted Schiltz

- Comp Plan 1st - prior to underlying document so that this doesn't drive the plan
- need more ind but not in neighborhoods (ie N'borhood Comm + PND - not there)

COB 12/5/13 - written comments

(put on 12/19/13 agenda for matrix)



MEMORANDUM

Jefferson County, West Virginia Engineering Department

TO: Jefferson County Commission
Debbie Keyser, County Administrator

FROM: Roger Goodwin, PE, CFM
Chief County Engineer

DATE: January 14, 2014

SUBJECT: **Engineering Department Quarterly Update Report – January 8, 2014**

1. Projects Undertaken/Underway (in alphabetical order):

A. Bonding:

- i) Sheridan Estates Subdivision – **The developer, DR Acquisitions, LLC took ownership of the subdivision on September 18th, 2013 and posted the construction bond and completed the Phase 1 site improvements as outlined in the Bonding Agreement. Build out and completion of this subdivision is moving forward in the typical manner under the county commission’s bonding policy.**
- ii) Mission Ridge Subdivision – the Engineering Department staff bid the work necessary to complete the street paving and the Route 9 turn lanes. The Mission Ridge Property Owners Association, Inc. executed a contract with Jefferson Asphalt Products Co., Inc. on December 12, 2012, to complete the site work by May 15, 2013. The work on this project was completed on June 21, 2013. Staff submitted an agenda item request to authorize closing out the bond escrow account for this subdivision and the account was closed. **This project is completed and closed.**
- iii) Chapel View Subdivision – working on an outline of tasks necessary to bid and contract for completion of the site work for this project. The subdivision lot owners have gained control of the HOA but still need to resolve the issue of ownership of the common areas. **Staff met with representatives of the HOA and their attorney in November, 2013 to discuss action the HOA still needs to take in order for the Engineering Department to move**

forward with completing the site work.

- iv) Windmill Crossing Subdivision – working to get the developer to complete the remaining site improvements for the townhouse subdivision, create the HOA, and transfer the common areas. The initial stormwater management (SWM) as-built plans received on October 11, 2011, from W.H. Gordon Associates, Inc., indicates that the recently re-constructed SWM basin is not constructed according to the approved plans. The City of Charles Town's consulting engineer also agrees with our finding, and we are coordinating with the City of Charles Town our efforts to get the developer to address and correct the unsatisfactory work.

We then received a second SWM Basin-B as-built plan submission on May 16, 2012. While some items have been satisfactorily addressed since the first as-built submission, there remains a number of items that need fixed in order to find that the basin is constructed in accordance with the approved plans. Our office has had no response from the developer or their engineer, W.H. Gordon & Associates, Inc., since our July 17, 2012, letter to them listing the deficiencies.

Also, at the request of the developer, staff walked the townhouse site on February 28, 2012, and reviewed the project file and provided to the developer on April 10, 2012, a detailed list of work that needs completed in order to get the bond released.

The Engineering Department staff met with Jefferson Asphalt Products Company (JAPC) representatives (acting on behalf of the developer) on June 19, 2013, and reviewed the site work issues remaining to be resolved. JAPC indicated that they are going to get the work completed and wanted to know exactly what needed to be done.

Met with the Windmill Crossing HOA community manager on July 23rd to review their by-laws and the procedure for electing officers of the HOA. The HOA is meeting on October 1st to elect officers. The HOA needs to officially establish current officers in order to be able to sign any contract to complete the site work should the bond be called-in. Also, received a letter on August 15th from the developer stating that they are in the process of transferring the common areas to the HOA.

The developer is moving forward with completing the remaining site work. The townhouse streets were paved in November. Winter weather has halted completion of the remaining work until spring, 2014.

- v) Demory Farm Subdivision – met with and provided the developer's engineer, W.H. Gordon & Associates, Inc., with a list on June 25, 2012, of site improvements and issues that remained to be satisfactorily addressed. Still waiting for several site improvements to be satisfactorily completed so that the construction bond can be released. The developer's engineer informed us on September 24, 2013 that the developer and the bank are in discussions with the HOA on how to resolve several remaining issues. **Rebecca Burns, Bonding Administrator, spoke with bank holding the surety on January 14, 2014, and they stated that they are still working on resolving outstanding issues, hopefully by the end of 2014.**

- vi) Rock Ferry Station Subdivision – staff met with a new developer who took over ownership of the subdivision. The developer executed a new bond agreement and posted the bond surety in the full amount of the estimated cost to complete the site improvements. As of September 24, 2013, the new developer has completed 100% of the site improvements and is processing a full bond release request. **The bond was released. This project is completed and closed.**

- vii) Summit View Estates Subdivision – Staff met with the bank that issued the surety on the bond and sent a letter on March 29, 2013 to the developer putting them on notice that they are in default, with a deadline to respond to the notice by April 19, 2013. On May 16, 2013, the County Commission authorized calling in the bond and the bond surety and moving toward completing the remaining site improvements. The bond amount of \$250,000.00 has been placed in a bank escrow account at the Bank of Charles Town.

The original bond surety provider, United Bank, and several developers have all recently inquired about the possibility of taking over the subdivision and completing the site work in a bonding agreement arrangement similar to the one at the Sheridan Estates Subdivision.

B. Stormwater Management Ordinance:

- i) **On October 3, 2013, the County Commission adopted the new Stormwater Management Ordinance effective January 1, 2014.**

Engineering Department staff are in the process of planning and holding a training session for consultants, engineers, planners and architects in order to aid them in making the transition to the new ordinance. Staff is in the process of

putting together a PowerPoint presentation summarizing the new SWM Ordinance for this purpose. Tentatively, the training session is scheduled for Tuesday, February 25, 2014, from 1:30 – 3:30 pm, in the county commission meeting room.

C. Property Safety Ordinance:

- i) Case 12-001 (Bierer) – staff hired a process server and the property owner was located in Maryland and served in person with the Petition/Complaint on August 28, 2013. Property owner failed to bring the property into compliance or request a hearing before the county commission. Staff brought the case before the County Commission on October 17th, 2013 seeking an order that the property owner bring the property into compliance. **The County Commission issued the order and it was served on the property owner in person on January 15, 2014. The deadline to comply with the order is March 3, 2014.**
- ii) Case 12-002 (Williams) – the property owner was served with the Petition/Complaint via certified mail service in August, 2013. The property owner failed to bring the property into compliance or request a hearing before the county commission. Staff brought the case before the County Commission on October 17th, 2013 seeking an order that the property owner bring the property into compliance. **The County Commission issued the order and County Clerk served the order on the property owner via certified return mail receipt. The Property Safety Enforcement Agency will inspect the property on January 15, 2014.**
- iii) Case 11-002 (Hill) – the property owner has ignored requests to bring the property into compliance with the ordinance. The Property Safety Enforcement Agency filed a complaint/petition with the County Clerk's office on August 14, 2012, requesting that the County Commission order the property owner bring the property into compliance. The County Commission issued the Order on November 15, 2012 and it was served on the property owner by the County Clerk, with a compliance deadline of December 15, 2012. In response, the property owner met with the County Engineer on December 14th requesting an additional one week of time to bring the property into compliance. The Chief County Engineer, under the authority granted by the Property Safety Ordinance, agreed to give the property owner until January 31, 2013 to comply. The property owner has since then failed to bring the property into compliance or respond to our phone calls. Since then, a Notice of Violation of the Salvage Yard Ordinance was also issued in March.

The property owner failed to appear on the second violation in Magistrate Court on September 24, 2013, and a warrant was issued for their arrest. Staff will move forward with prosecuting the violations.

The property owner has made significant progress toward bringing the property into compliance. The Property Safety Enforcement Agency will inspect the property on January 15, 2014.

D. Impact Fees:

- i) The Impact Fees Program Specialist continues to work on putting together an office manual that outlines all the processes and information needed to administer the impact fees program. The manual will be used as a guide and to cross train other employees in the department. **The operations manual is approximately 95% complete and I am in the process of reviewing the latest version.**
- ii) The County Commission executed an agreement with TischlerBise to perform the recalculation of the impact fees. A project kickoff meeting was held on Tuesday, October 15, 2013, at 1:30 pm in the County Commission meeting room. Stakeholders provided input.

TischerBise has met with each of the impact fee entities (Schools, Parks & Rec, Law Enforcement, Fire & EMS) to gather information necessary for the recalculation of the impact fees and is in the process of performing the calculations. A stakeholder's meeting is scheduled for Friday, January 31, 2014, at 1:30 pm in the county commission meeting room for Carson Bise to present his preliminary assumptions, analysis and calculations to stakeholders.

- iii) **The Impact Fees Program Specialist is in the process of drafting the Impact Fees Annual Report and the annual Impact Fees Capital Improvement Plan (CIP). We anticipate presenting both the report and CIP to the county commission in February, 2014 for their consideration and approval.**
- iv) **The Impact Fees Program Specialist has been working with our information technology consultant to fix a problem with the impact fees databases. This has involved switching from the initial database software (since we don't have the passwords to allow us to open the database software and change/fix it) to Microsoft Access database software, and then the rewriting of several databases by the consultant. The**

databases are necessary for day-to-day processing of impact fees and also for drafting the annual report and the capital improvement plan.

As part of this fix, we also had to upgrade the Impact Fees Program Specialist's computer and install a new server for the databases. The software, hardware and consultant fees have so far cost approximately \$8,000 to fix the problems.

E. Tolling of Bonding Amendment (One-time Partial Release of Lots):

A public hearing on an amendment to the tolling of bonding section of the bonding policy was held on August 9th. The amendment was up for consideration of adoption on the County Commission's October 18th meeting agenda. Additional questions were raised by the County Commission and the amendment was sent back to staff and the developer to address additional concerns. Revisions to the amendment were made and were submitted to the County Commission in January, 2013 for their review and consideration for adoption. **Before taking any action on the proposed amendments, the County Commission directed the Chief County Engineer to prepare a PowerPoint presentation giving an overview of the bonding policy and tolling of bonding so they can better understand it.**

F. Land Development & Building Permits – Fee Schedule Update

The County Commission in December, 2013, ask staff to revisit the fee schedules for the Planning, Zoning & Engineering Departments with the purpose of updating the fee schedules in order to raise additional revenue. The planning and engineering staff has a meeting scheduled on January 14, 2014 to coordinate work on this project.

2. Projects Completed:

A. See above projects.

3. Projects Proposed:

A. Get the land development standard construction details updated and put into a digital/AutoCAD format, to supplement the requirements of the Subdivision, Zoning, and Stormwater Management ordinances.

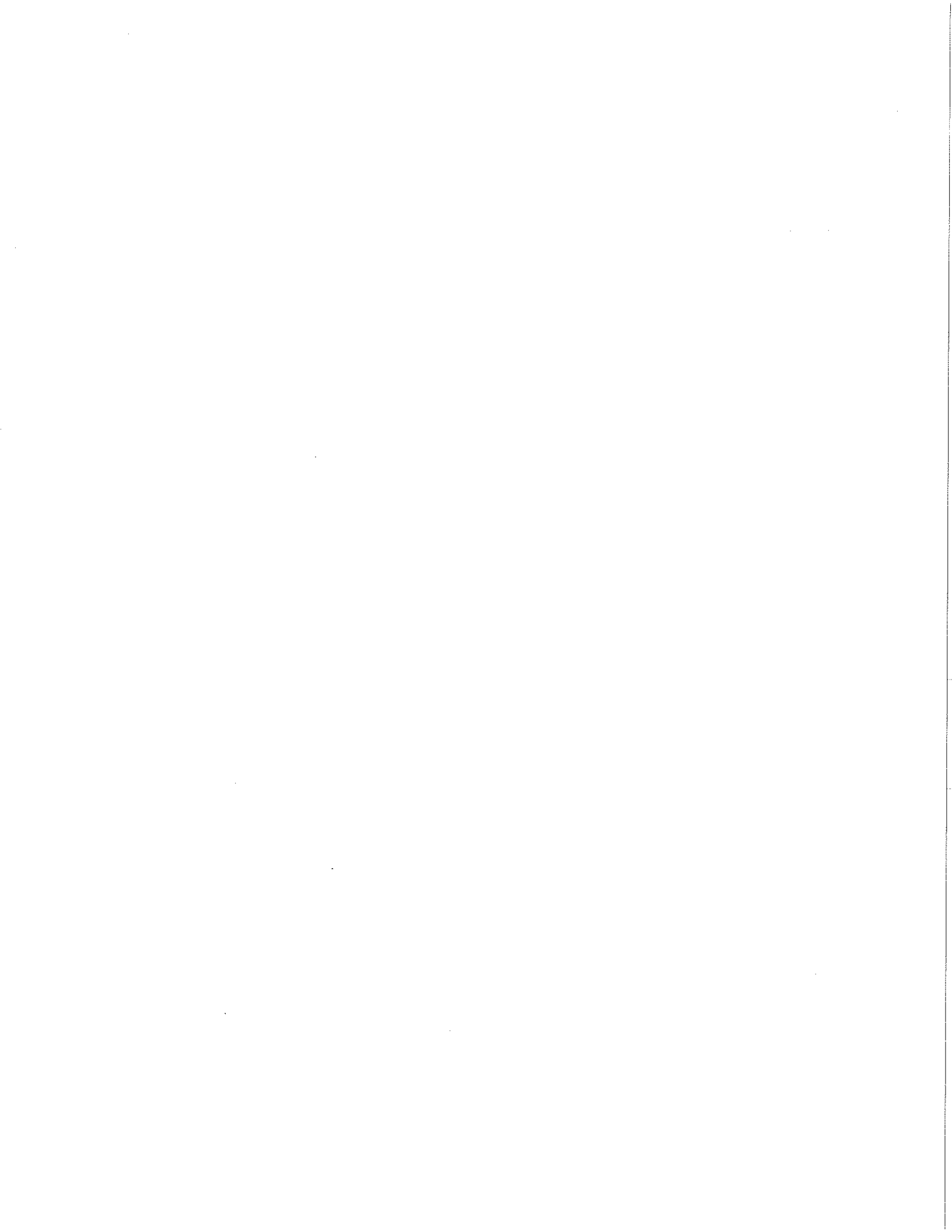
- B. Set up the Engineering Department web page with the stream monitoring information/links.

4. Items Requiring Commission Attention:

None at this time.

Note: The projects noted above are in addition to maintaining the daily operations of the Office of Building Permits & Inspections, the Office of Impact Fees, administering the land development bonding process, performing land development inspections, performing land development plan reviews for the Planning Commission, administering floodplain management, investigating citizen complaints and carrying out ordinance compliance efforts, and completing statutory continuing education and certification requirements, etc.

Q:\Engineering\ENGINEERING\County Commission - Quarterly Reports\2014-01-06 Engineering Quarterly Report.doc



**NOTICE
Board of Review and
Equalization**

The County Commission of Jefferson County will convene as a Board of Review and Equalization in the County Commission Courtroom at the Courthouse of said County, 100 E. Washington Street, Charles Town, WV on Thursday, January 30, 2014, at 1:30 p.m., for the purpose of reviewing and equalizing assessments returned by the Assessor of Jefferson County for the tax year 2014.

The Commission will continue to sit as a Board of Review and Equalization on Tuesday, February 4, 2014, at 1:30 p.m., Thursday, February 6, 2014, at 1:30 p.m., Thursday, February 13, 2014, at 1:30 p.m., and thereafter as deemed necessary.

Persons wishing to appear before the Commission should apply to the Assessor no later than Thursday, February 20, 2014, at noon, in order to complete the proper forms and to schedule a hearing date prior to the planned final date of Tuesday, February 25, 2014.

Given under my hand this 19th day of December, 2013.

JENNIFER MAGHAN, COUNTY CLERK

NOTICE
Board of Review and Equalization

The County Commission of Jefferson County will sit as a Board of Review and Equalization in the County Commission Courtroom at the Courthouse of said County on Thursday, February 13th, 2014, at 1:30 p.m., for the purpose of reviewing and equalizing assessments returned by the Assessor of Jefferson County for the tax year 2014.

Given under my hand this 9th day of January, 2014.

By Order of the County
Commission of
Jefferson County
Walt Pellish, President

NOTICE

On Thursday, January 16, 2014, the County Commission of Jefferson County agreed to cancel the February 11, 2014 1:30 p.m. Board of Review and Equalization meeting due to a conflict with another meeting previously scheduled.

Given under my hand this 13th day of January, 2014.

**Walt Pellish, President
Jefferson County Commission**



Meet and Converse with your Jefferson County Commissioners

Where: Blue Ridge Mountain Volunteer
Fire Company
181 Keys Gap Road
Harpers Ferry, WV 25425

When: Thursday, January 30th, 2014

Time: 5:00 p.m.—7:00 p.m.

*Questions regarding the event should be directed to
the Jefferson County Commission: 304-728-3284*



January 6, 2014

Dear Victim Service Provider:

We are pleased to provide you with a complimentary copy of a newly released guide, *Taking Action: An Advocate's Guide to Assisting Victims of Financial Fraud*, produced by the FINRA Investor Education Foundation and the National Center for Victims of Crime. Whether a shelter director, legal advocate working with senior victims of abuse, a prosecutor-based victim program, etc., this information will be useful in working with underserved victims of crime who may present with co-occurring issues of financial fraud/identity theft.

The increasing incidence of financial fraud has made more urgent the importance of consistent and accurate advice to victims. It's estimated that upwards of \$50 billion of measurable, direct costs are lost to fraud annually. Add to this the significant non-financial costs to victims, including lost time and psychological hardship, to better understand the full impact of the harm caused by financial fraud.

How can we—a community of victim advocates, law enforcement, regulators and other community-serving organizations—provide tangible help to victims? By taking action and encouraging victims to do the same. This resource can be your roadmap to helping the more than 30 million Americans that fall victim to financial fraud every year.

Taking Action includes strategies for addressing the major types of financial crime—including investment fraud, identity theft, mortgage and lending fraud, and mass-marketing scams. It also highlights tools and resources you can use to assist victims of financial fraud in regaining their financial footing and addressing the emotional trauma they have suffered.

Of course, the best scenario is one in which the fraud is altogether avoided. The FINRA Foundation also offers a variety of helpful messages and materials to safeguard investors from investment and other financial fraud. Visit the Fraud Center at the FINRA Foundation's SaveAndInvest.org to learn more. *Taking Action* is among the publications available for ordering and download within the Program and Outreach Toolkit section of the website.

As you know, the Office for Victims of Crime, within the U.S. Department of Justice, supports victim service providers, allied professionals, law enforcement, and others tasked with helping victims of crime. We also have a leadership role at the federal level to provide awareness of the rights and needs of crime victims. It's in this capacity that we serve as the co-chair of the Financial Fraud Enforcement Task Force's Crime Victims' Rights Committee. Be sure to visit StopFraud.gov for more ways to fight financial fraud.

OVC, the FINRA Foundation and the National Center for Victims of Crime will continue to take prominent roles in efforts addressing financial fraud victimization and to assist law enforcement, prosecutors, advocates and state agencies through education, outreach, research and innovative programs to help victims recover. We hope you will join us.

Sincerely,

Joye E. Frost
Director
Office for Victims of Crime
U.S. Department of Justice

Mai Fernandez
Executive Director
National Center for Victims
of Crime

Gerri Walsh
President
FINRA Investor Education
Foundation

Impact Fee Status Report

December 2013

Office of Impact Fees

Summary

Date Range: Sunday 1 through Tuesday 31 December 2013

Report Date: 8 January 2014

Process Number Range: 1300226 - 1300249

Total Applications: 24

Total Non-Exempt: 23

Of which:

Commercial: 0

Residential: 23

Of which:

County: 11

Municipal: 12

Total Exempt: 1

Of which:

Commercial: 0

Residential: 1

Of which:

County: 1

Municipal: 0

Tables 1 through 7 summarize impact fee processing for December 2013. Table 8 represents account totals, pending the transfer of fees collected as shown in Table 1, including General Impact Fee Account (3111776) interest which is listed in Table 2.

Table 1. Form 100 Tallies

	Exempt	Commercial	Residential	Total
1 – 31 December 2013	1	0	23	24
Fees collected		\$0.00	\$265,942.00	\$265,942.00
<i>Of which</i>				
School Impact Fee			\$233,254.00	\$233,254.00
Law Enforcement Fee		\$0.00	\$2,758.00	\$2,758.00
Parks & Recreation Fee			\$15,526.00	\$15,526.00
Fire & EMS Fee		\$0.00	\$14,404.00	\$14,404.00

Table 2. Financial Data – Office of Impact Fees General Account (3111776)

Description	Amount
Opening Statement Balance (1 December 2013)	\$172,226.67
December Deposits (1 – 31 December 2013)	\$265,942.00
School November Transactions (withdraws via transfer on 18 Dec. 2013)	(\$150,601.43)
Law November Transactions (withdraws via transfer on 18 Dec. 2013)	(\$2,503.44)
Parks & Rec November Trans. (withdraws via transfer on 18 Dec. 2013)	(\$9,876.62)
Fire & EMS November Trans. (withdraws via transfer on 18 Dec. 2013)	(\$9,245.18)
Interest Earned (31 December 2013)	\$83.41
Ending Statement Balance (31 December 2013)	\$266,025.41
<i>Outstanding Credits (deposits through 1 January 2014)</i>	<i>\$0.00</i>

Table 3. Financial Data – School Impact Fee Account (3107582)

Description	Amount
Opening Balance (1 December 2013)	\$927,315.88
November Transactions (deposits via transfer on 18 December 2013)	\$150,601.43
Interest Earned (31 December 2013)	\$295.87
Ending Balance (31 December 2013)	\$1,078,213.18

Table 4. Financial Data – Law Enforcement Impact Fee Account (3120120)

Description	Amount
Opening Balance (1 December 2013)	\$37,518.92
November Transactions (deposits via transfer on 18 December 2013)	\$2,503.44
Requisition 13R0096 - Police Cruiser	(\$21,590.00)
Interest Earned (31 December 2013)	\$9.01
Ending Balance (31 December 2013)	\$18,441.37

Table 5. Financial Data – Parks & Recreation Impact Fee Account (3122808)

Description	Amount
Opening Balance (1 December 2013)	\$420,655.65
November Transactions (deposits via transfer on 18 December 2013)	\$9,876.62
Interest Earned (31 December 2013)	\$126.37
Ending Balance (31 December 2013)	\$430,658.64

Table 6. Financial Data – Fire & EMS Impact Fee Account (3122816)

Description	Amount
Opening Balance (1 December 2013)	\$196,132.06
November Transactions (deposits via transfer on 18 December 2013)	\$9,245.18
Interest Earned (31 December 2013)	\$59.54
Ending Balance (31 December 2013)	\$205,436.78

Table 7. Total Impact Fees as of 1 January 2014 /1

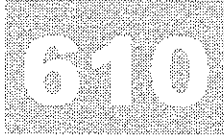
Description	Amount
Office of Impact Fees General Account	\$266,025.41
School Impact Fee Account	\$1,078,213.18
Law Enforcement Fee Account	\$18,441.37
Parks & Recreation Impact Fee Account	\$430,658.64
Fire & EMS Impact Fee Account	\$205,436.78
Total Impact Fees	\$1,998,775.38

/1 These values represent both impact fees collected and interest earned. The general account includes the outstanding credits listed in table 2 and outstanding debits, if any, listed in tables 3-6.

Table 8. Pending January 2014 Fee Transfers /1

Account	31 Dec. 2013 Account Totals	Pending Impact Fee Transfers	Account Totals
School Impact Fee Account	\$1,078,213.18	\$233,327.40	\$1,311,540.58
Law Enforcement Fee Account	\$18,441.37	\$2,758.83	\$21,200.20
Parks & Recreation Impact Fee Account	\$430,658.64	\$15,531.00	\$446,189.64
Fire & EMS Impact Fee Account	\$205,436.78	\$14,408.18	\$219,844.96
Total Impact Fees	\$1,732,749.97	\$266,025.41	\$1,998,775.38

/1 This table represents each of the impact fee category account totals as of 31 December 2013 listed in tables 3 – 6. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in December 2013 are listed in table 1 of the General Account (3111776); these transactions will be processed in January 2014. Any outstanding credits, as listed in table 2, will be added to the next month's Impact Fee transfer amounts.



Form 100 Transaction Summary

Jefferson County Government – Office of Impact Fees

Impact Fee Applications Processed between dates Sunday 1 through 31 December 2013

Process Number	Date	App Name	City Name	Ex District	Area Book	Area Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Exempt Applications											
1300240	12/05/2013	Adkins	Charles	09 Sheperdstown	993	596	5	6.1	\$0.00	12/05/2013	Form 200

Category Count: 1

Category Total \$0.00

Non Exempt Applications											
1300226	12/02/2013	Pete Kubic	Kubic	09 Sheperdstown	1071	88	8F	13	\$9,868.00	12/02/2013	N/A
1300227	12/02/2013	Pete Kubic	Kubic	09 Sheperdstown	1071	88	8F	14	\$9,868.00	12/02/2013	N/A
1300228	12/02/2013	Dan Ryan		09 Sheperdstown	1130	583	7	1.42	\$13,070.00	12/02/2013	N/A
1300229	12/02/2013	Dan Ryan		08 Ranson Corp	.	.	8C	313	\$9,668.00	12/02/2013	N/A
1300230	12/02/2013	Dan Ryan		08 Ranson Corp	.	.	8C	314	\$9,668.00	12/02/2013	N/A
1300231	12/02/2013	Dan Ryan		08 Ranson Corp	.	.	3C	315	\$9,668.00	12/02/2013	N/A
1300232	12/02/2013	Dan Ryan		08 Ranson Corp	.	.	8C	316	\$9,668.00	12/02/2013	N/A
1300233	12/02/2013	Dan Ryan		08 Ranson Corp	.	.	8C	317	\$9,668.00	12/02/2013	N/A
1300234	12/02/2013	Dan Ryan		08 Ranson Corp	.	.	8C	318	\$9,668.00	12/02/2013	N/A
1300235	12/02/2013	Dan Ryan		08 Ranson Corp	.	.	8C	319	\$9,668.00	12/02/2013	N/A
1300236	12/02/2013	Dan Ryan		08 Ranson Corp	.	.	8C	320	\$9,668.00	12/02/2013	N/A
1300237	12/04/2013	Dan Ryan		08 Ranson Corp	.	.	9A	12	\$12,808.00	12/04/2013	N/A
1300238	12/04/2013	Dan Ryan		08 Ranson Corp	.	.	9A	20	\$12,808.00	12/04/2013	N/A
1300239	12/04/2013	Dan Ryan		03 Charles Town	.	.	11D	71	\$12,808.00	12/04/2013	N/A
1300241	12/16/2013	Julie Duval	Arcadia	03 Charles Town	23	67	12A	166	\$12,808.00	12/16/2013	N/A
1300242	12/16/2013	Lang	Anthony &	06 Kabletown	1120	20	22	14	\$13,070.00	12/16/2013	N/A
1300243	12/16/2013	Lana	Steve	09 Sheperdstown	1119	705	10	9.17	\$13,070.00	12/16/2013	N/A
1300244	12/16/2013	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	81	\$13,070.00	12/16/2013	N/A
1300245	12/16/2013	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	87	\$13,070.00	12/16/2013	N/A
1300246	12/18/2013	Case	Harriet	09 Sheperdstown	1039	18	16	9.3	\$13,070.00	12/18/2013	N/A

Process Number	Date	Last Name	First Name	Tax District	Base Rent	Base Fee	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
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Non-Exempt Applications

1300247	12/19/2013	Bernstein	Andrew	09 Sheperdstown	268	353	16	4	\$13,070.00	12/19/2013	N/A
1300248	12/20/2013	Dan Ryan		09 Sheperdstown	1130	583	7	1.43	\$13,070.00	12/20/2013	N/A
1300249	12/20/2013	Dan Ryan		04 Harpers Ferry	23	40	9D	79	\$13,070.00	12/20/2013	N/A

Category Count: 23

Category Total \$265,942.00

TOTAL APPLICATIONS: 24

Grand Total \$265,942.00

**WEST VIRGINIA LOTTERY
WEEKLY SETTLEMENT FOR CHARLES TOWN**

Week Ending Date	Week Ending January 11, 2014 FY14
To be Deposited on:	January 17, 2014
Amount Played	44,212,453.33
Amount Won	39,680,096.53
Amount Promo	139,159.00
MWAP Contribution	<u>2,463.36</u>
Adjusted Gross Terminal Revenue	<u>4,390,734.44</u>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	<u>175,629.38</u>
Net Terminal Revenue	<u>4,215,105.06</u>
Surcharge @ 10%	421,510.50
State Share Excess @ 58%	244,476.09
Track Share of Capital Reinvestment @ 42%	177,034.41
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	<i>169953.03</i>
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	<i>7081.38</i>
Adjusted Net Terminal Revenue	<u>3,793,594.56</u>
Racetrack @ 46.50% / 42%	1,593,309.72
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	1,555,373.79
Race Track Purses @ 7% / 14% / 8%	303,487.56
Workers' Compensation Debt Reduction @ 7% / 0%	0.00
Employee Pension Fund @ 1% / .5%	18,967.97
Greyhound Development @ .75%	28,451.96
Thoroughbred Development @ .75%	28,451.96
Racing Commission @ 1%	37,935.94
County/Municipality @ 2%	75,871.88
3% Funds:	
Tourism Promotion Fund @ 1.375%	52,161.93
Development Office Promotion Fund @ .375%	14,225.98
Research Challenge Fund @ .5%	18,967.97
Capitol Renovation and Improvement Fund @ .6875%	26,080.96
2004 Capitol Complex Parking Garage Fund @ .0625%	2,371.00
1% Funds:	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	18,967.97
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>18,967.97</u>
	<u>3,793,594.56</u>

WEST VIRGINIA LOTTERY
First Benchmark
Charles Town
County / City Split
Fiscal Year 2014

Charles Town
1999 Net Terminal Revenue \$ 45,603,174
Benchmark Goal @ 2% \$ 912,063.48

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 7.93%	CHARLES TOWN 39.90%	HARPERS FERRY 2.17%	RANSON 33.68%	SHEPHERDS TOWN 16.32%
6 days ending: 07/06/13	\$ 123,196.88	\$ 123,196.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending: 07/13/13	\$ 128,060.40	\$ 128,060.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/20/13	\$ 115,128.84	\$ 115,128.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/27/13	\$ 123,049.56	\$ 123,049.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/03/13	\$ 116,180.80	\$ 116,180.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/10/13	\$ 120,078.64	\$ 120,078.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/17/13	\$ 124,888.56	\$ 124,888.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/24/13	\$ 118,284.44	\$ 89,882.12	\$ 28,402.32	\$ 2,252.30	\$ 11,332.53	\$ 616.33	\$ 9,565.90	\$ 4,635.26
08/31/13	\$ 117,826.36	\$ 58,913.18	\$ 58,913.18	\$ 4,671.81	\$ 23,506.36	\$ 1,278.42	\$ 19,841.96	\$ 9,614.63
09/07/13	\$ 135,517.48	\$ 67,758.74	\$ 67,758.74	\$ 5,373.27	\$ 27,035.74	\$ 1,470.36	\$ 22,821.14	\$ 11,058.23
09/14/13	\$ 106,748.44	\$ 53,374.22	\$ 53,374.22	\$ 4,232.58	\$ 21,296.31	\$ 1,158.22	\$ 17,976.44	\$ 8,710.67
09/21/13	\$ 108,555.88	\$ 54,277.94	\$ 54,277.94	\$ 4,304.24	\$ 21,656.90	\$ 1,177.83	\$ 18,280.61	\$ 8,858.16
09/28/13	\$ 109,763.00	\$ 54,881.50	\$ 54,881.50	\$ 4,352.10	\$ 21,897.72	\$ 1,190.93	\$ 18,484.09	\$ 8,956.66
10/05/13	\$ 111,901.48	\$ 55,950.74	\$ 55,950.74	\$ 4,436.89	\$ 22,324.35	\$ 1,214.13	\$ 18,844.21	\$ 9,131.16
10/12/13	\$ 111,675.84	\$ 55,837.92	\$ 55,837.92	\$ 4,427.95	\$ 22,279.33	\$ 1,211.68	\$ 18,806.21	\$ 9,112.75
10/19/13	\$ 122,654.40	\$ 61,327.20	\$ 61,327.20	\$ 4,863.25	\$ 24,469.55	\$ 1,330.80	\$ 20,655.00	\$ 10,008.60
10/26/13	\$ 105,708.12	\$ 52,854.06	\$ 52,854.06	\$ 4,191.33	\$ 21,088.77	\$ 1,146.93	\$ 17,801.25	\$ 8,625.78
11/02/13	\$ 115,087.08	\$ 57,543.54	\$ 57,543.54	\$ 4,563.20	\$ 22,959.87	\$ 1,248.70	\$ 19,380.66	\$ 9,391.11
11/09/13	\$ 109,333.52	\$ 54,666.76	\$ 54,666.76	\$ 4,335.07	\$ 21,812.04	\$ 1,186.27	\$ 18,411.76	\$ 8,921.62
11/16/13	\$ 112,991.92	\$ 56,495.96	\$ 56,495.96	\$ 4,480.13	\$ 22,541.89	\$ 1,225.96	\$ 19,027.84	\$ 9,220.14
11/23/13	\$ 97,257.24	\$ 48,628.62	\$ 48,628.62	\$ 3,856.25	\$ 19,402.82	\$ 1,055.24	\$ 16,378.12	\$ 7,936.19
11/30/13	\$ 119,291.32	\$ 59,645.66	\$ 59,645.66	\$ 4,729.90	\$ 23,798.62	\$ 1,294.31	\$ 20,088.66	\$ 9,734.17
12/07/13	\$ 94,612.48	\$ 47,306.24	\$ 47,306.24	\$ 3,751.38	\$ 18,875.19	\$ 1,026.55	\$ 15,932.74	\$ 7,720.38
12/14/13	\$ 58,458.04	\$ 29,229.02	\$ 29,229.02	\$ 2,317.86	\$ 11,662.38	\$ 634.27	\$ 9,844.33	\$ 4,770.18
12/21/13	\$ 89,162.04	\$ 44,581.02	\$ 44,581.02	\$ 3,535.27	\$ 17,787.83	\$ 967.41	\$ 15,014.89	\$ 7,275.62
12/28/13	\$ 124,234.28	\$ 62,117.14	\$ 62,117.14	\$ 4,925.89	\$ 24,784.74	\$ 1,347.94	\$ 20,921.05	\$ 10,137.52
01/04/14	\$ 125,927.76	\$ 62,963.88	\$ 62,963.88	\$ 4,993.04	\$ 25,122.59	\$ 1,366.32	\$ 21,206.23	\$ 10,275.70
01/11/14	\$ 75,871.88	\$ 37,935.94	\$ 37,935.94	\$ 3,008.32	\$ 15,136.44	\$ 823.21	\$ 12,776.82	\$ 6,191.15
Subtotal	\$ 3,121,446.68	\$ 2,016,755.08	\$ 1,104,691.60	\$ 87,602.03	\$ 440,771.97	\$ 23,971.81	\$ 372,060.11	\$ 180,285.68

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

VIDEO LOTTERY REPORT

FY 2010		FY 2011		FY 2012		FY 2013		FY 2014	
Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
07/04/2009 *	128,262.42	07/03/2010	115,402.58	7/1-2/2011	69,824.12	07/07/2012	161,637.92	07/06/2013	123,196.88
07/11/2009	168,815.08	07/10/2010	205,731.64	07/09/2011	171,717.28	07/14/2012	129,458.04	07/13/2013	128,060.40
07/18/2009	160,652.98	07/17/2010	161,386.76	07/16/2011	143,019.52	07/21/2012	130,037.00	07/20/2013	115,128.84
07/25/2009	158,869.08	07/24/2010	160,368.28	07/23/2011	146,508.00	07/28/2012	137,164.44	07/27/2013	123,049.56
08/01/2009	174,493.08	07/31/2010	157,802.08	07/30/2011	144,510.28	08/04/2012	132,931.16	08/03/2013	116,180.80
08/08/2009	138,408.80	08/07/2010	136,494.98	08/06/2011	151,495.28	08/11/2012	134,212.88	08/10/2013	120,078.64
08/15/2009	81,222.14	08/14/2010	78,376.68	08/13/2011	117,350.38	08/18/2012	110,241.90	08/17/2013	124,888.56
08/22/2009	76,260.31	08/21/2010	76,199.02	08/20/2011	71,614.12	08/25/2012	66,209.90	08/24/2013	89,882.12
08/29/2009	80,472.92	08/28/2010	72,460.03	08/27/2011	63,432.14	09/01/2012	67,133.42	08/31/2013	58,913.18
09/05/2009	80,798.15	09/04/2010	76,362.84	09/03/2011	80,837.76	09/08/2012	74,029.40	09/07/2013	67,758.74
09/12/2009	86,286.92	09/11/2010	82,969.36	09/10/2011	84,845.80	09/15/2012	61,838.04	09/14/2013	53,374.22
09/19/2009	70,010.15	09/18/2010	67,638.78	09/17/2011	66,748.62	09/22/2012	56,996.90	09/21/2013	54,277.94
09/26/2009	69,316.87	09/25/2010	70,435.06	09/24/2011	68,929.80	09/29/2012	61,611.40	09/28/2013	54,881.50
10/03/2009	72,286.04	10/02/2010	71,013.86	10/01/2011	68,871.64	10/06/2012	62,715.20	10/05/2013	55,950.74
10/10/2009	69,650.63	10/09/2010	69,311.50	10/08/2011	70,866.90	10/13/2012	60,710.18	10/12/2013	55,837.92
10/17/2009	73,560.21	10/16/2010	75,234.62	10/15/2011	75,262.66	10/20/2012	62,333.08	10/19/2013	61,327.20
10/24/2009	67,581.66	10/23/2010	70,290.80	10/22/2011	68,757.72	10/27/2012	58,073.54	10/26/2013	52,854.06
10/31/2009	64,528.30	10/30/2010	65,615.04	10/29/2011	60,507.98	11/03/2012	56,545.30	11/02/2013	57,543.54
11/07/2009	63,741.59	11/06/2010	61,337.62	11/05/2011	70,673.88	11/10/2012	56,110.96	11/09/2013	54,666.76
11/14/2009	65,959.64	11/13/2010	64,595.28	11/12/2011	67,627.10	11/17/2012	57,432.36	11/16/2013	56,495.96
11/21/2009	59,547.05	11/20/2010	56,010.08	11/19/2011	60,690.60	11/24/2012	65,888.86	11/23/2013	48,628.62
11/28/2009	72,399.98	11/27/2010	71,170.90	11/26/2011	74,140.54	12/01/2012	50,243.34	11/30/2013	59,645.66
12/05/2009	51,006.51	12/04/2010	53,215.08	12/03/2011	59,429.94	12/08/2012	50,770.96	12/07/2013	47,306.24
12/12/2009	52,460.58	12/11/2010	46,944.00	12/10/2011	51,395.44	12/15/2012	47,022.38	12/14/2013	29,229.02
12/19/2009	32,834.39	12/18/2010	42,076.76	12/17/2011	55,981.32	12/22/2012	46,838.96	12/21/2013	44,581.02
12/26/2009	53,406.34	12/25/2010	50,450.28	12/24/2011	54,248.62	12/29/2012	59,697.22	12/28/2013	62,117.14
01/02/2010	92,980.40	01/01/2011	85,152.12	12/31/2011	94,661.00	01/05/2013	71,673.52	01/04/2014	62,963.88
01/09/2010	55,020.46	01/08/2011	54,301.30	01/07/2012	74,863.40	01/12/2013	50,416.30	01/11/2014	37,935.94
01/16/2010	60,551.28	01/15/2011	54,005.90	01/14/2012	58,901.92	01/19/2013	51,211.88		
01/23/2010	69,943.53	01/22/2011	60,924.74	01/21/2012	61,819.92	01/26/2013	46,966.26		
01/30/2010	48,527.75	01/29/2011	48,036.94	01/28/2012	62,898.78	02/02/2013	52,067.92		
02/06/2010	37,155.14	02/05/2011	60,777.44	02/04/2012	72,154.66	02/09/2013	52,222.20		
02/13/2010	44,334.00	02/12/2011	67,471.84	02/11/2012	66,429.04	02/16/2013	64,243.52		
02/20/2010	76,946.12	02/19/2011	72,018.54	02/18/2012	77,455.88	02/23/2013	64,115.70		
02/27/2010	72,024.40	02/26/2011	75,544.02	02/25/2012	77,611.78	03/02/2013	62,602.74		
03/06/2010	76,936.85	03/05/2011	74,535.34	03/03/2012	75,963.86	03/09/2013	59,213.26		

03/13/2010	71,007.37	03/12/2011	66,979.48	03/10/2012	76,808.62	03/16/2013	62,366.36
03/20/2010	74,335.38	03/19/2011	73,113.26	03/17/2012	76,883.92	03/23/2013	59,841.02
03/27/2010	69,941.88	03/26/2011	68,490.80	03/24/2012	72,108.36	03/30/2013	57,567.98
04/03/2010	70,636.28	04/02/2011	70,846.58	03/31/2012	74,244.22	04/06/2013	63,108.84
04/10/2010	69,692.79	04/09/2011	67,076.78	04/07/2012	75,382.98	04/13/2013	56,849.30
04/17/2010	69,335.92	04/16/2011	64,698.56	04/14/2012	71,065.34	04/20/2013	55,432.12
04/24/2010	68,714.11	04/23/2011	67,674.14	04/21/2012	68,055.08	04/27/2013	58,612.74
05/01/2010	68,799.06	04/30/2011	66,807.50	04/28/2012	72,880.66	05/04/2013	61,102.92
05/08/2010	67,403.54	05/07/2011	66,379.74	05/05/2012	71,582.30	05/11/2013	57,428.70
05/15/2010	70,186.32	05/14/2011	66,699.76	05/12/2012	63,357.92	05/18/2013	61,172.80
05/22/2010	64,695.71	05/21/2011	63,210.44	05/19/2012	78,984.36	05/25/2013	57,131.24
05/29/2010	67,157.40	05/28/2011	64,724.06	05/26/2012	67,396.24	06/01/2013	65,920.66
06/05/2010	77,371.80	06/04/2011	74,952.34	06/02/2012	76,959.44	06/08/2013	55,233.74
06/12/2010	66,106.29	06/11/2011	62,203.12	06/09/2012	63,584.86	06/15/2013	54,067.52
06/19/2010	64,888.48	06/18/2011	61,200.76	06/16/2012	59,436.12	06/22/2013	54,690.28
06/26/2010	63,950.29	06/25/2011	65,470.44	06/23/2012	55,921.30	06/29/2013	55,991.38
06/30/2010	29,667.19	06/30/2011	34,351.16	06/30/2012	58,207.40	06/30/2013	11,509.54

TOTALS 4041141.56

4016541.01

4124906.8

3580645.18

2,016,755.08

Table Game Revenue

Date	Amount	Date	Amount	Date	Amount	Date	Amount
July/August, 2010	154,185.68	July, 2011	141,718.01	July, 2012	138,663.64	July, 2013	99,274.36
September, 2010	94,247.84	August, 2011	137,473.92	August, 2012	133,245.83	August, 2013	111,427.75
October, 2010	105,903.60	September, 2011	110,375.25	September, 2012	127,532.40	September, 2013	80,857.74
November, 2010	108,717.67	October, 2011	124,273.94	October, 2012	126,482.02	October, 2013	81,066.09
December, 2010	118,721.11	November, 2011	121,118.87	November, 2012	134,443.93	November, 2013	79,853.94
January, 2011	106,189.21	December, 2011	140,509.93	December, 2012	146,677.92		
February, 2011	105,776.45	January, 2012	137,812.68	January, 2013	132,650.35		
March, 2011	120,927.10	February, 2012	142,770.01	February, 2013	121,636.62		
April, 2011	130,654.61	March, 2012	151,845.46	March, 2013	149,033.62		
May, 2011	130,492.02	April, 2012	127,862.26	April, 2013	105,545.23		
June, 2011	121,576.41	May, 2012	137,905.13	May, 2013	109,747.38		
		June, 2012	129,235.38	June, 2013	104,803.37		
Total 2010-2011	1297391.7	Total 2011-2012	1602900.84	Total 2012-2013	1530462.31	Total 2013-2014	452479.88

Table Game Revenue Distribution - Jefferson County School Board

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
July, 2011	425,154.03	July, 2012	415,990.92	July, 2013	297,823.08
August, 2011	412,421.76	August, 2012	399,737.49	August, 2013	334,283.25
September, 2011	331,125.75	September, 2012	382,597.20	September, 2013	242,573.22
October, 2011	372,821.82	October, 2012	379,446.06	October, 2013	243,198.27
November, 2011	363,356.61	November, 2012	403,331.79	November, 2013	239,561.82
December, 2011	421,529.79	December, 2012	440,033.75		
January, 2012	413,438.04	January, 2013	397,951.05		
February, 2012	428,310.03	February, 2013	381,857.07		
March, 2012	455,536.38	March, 2013	447,100.86		
April, 2012	383,586.78	April, 2013	316,635.69		
May, 2012	413,715.39	May, 2013	329,242.14		
June, 2012	387,706.12	June, 2013	314,410.11		
Total 2011-2012	4,808,702.50	Total 2012-2013	4,608,334.13	Total 2013-2014	1,357,439.64